

# VTEX - MASTER PARTNER AGREEMENT



This Master Partner Agreement establishes the general terms and conditions for a commercial partnership between the VTEX entity ("VTEX") and the partner ("Partner") both indicated in the Specific Terms and Conditions ("Exhibit 1"), being VTEX and the Partner, hereinafter jointly referred to as "Parties" and individually as "Party".

This Master Partner Agreement and the Specific Terms and Conditions indicated in Exhibit 1, collectively, form a binding and executed written agreement ("Agreement") between the Parties, effective as of the execution date of the Specific Terms and Conditions by the Parties.

By entering the Agreement, Partner agrees to be bound by VTEX's standard published policies. The current versions of public policies may be reviewed at any time at <https://vtex.com/us-en/privacy-and-agreements/>. VTEX reserves the right to update and change its public policies by posting updates. Any reference to the Agreement includes any and all terms and documents incorporated by reference.

## ● ● ● 1. General Definitions

**1.1. Interpretation.** In this Agreement, unless otherwise expressly stated or required by the context: (a) reference to the singular includes a reference to the plural and vice-versa and reference to the masculine gender includes reference to the feminine gender and vice-versa; (b) reference to a provision of law is also a reference to such provision as amended or restated; (c) the terms "including", "include" or "includes" shall be considered to be followed by the phrase "without limitation" or "but not limited to"; and (d) the headings and titles of the provisions of this Agreement are merely for reference purposes and shall not affect its interpretation.

**1.2. Definitions.** Unless otherwise defined, capitalized words and phrases used in this Agreement shall have the following meaning:

**"Affiliate":** of any person shall mean any other person who, either directly or indirectly, controls or is controlled by, or is under common control with, such specified person. As used in this Agreement the term "control" shall mean the power to direct the management and policies of a person, either directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The term "controlled" shall have a meaning correlative to the foregoing.

**"Authorized Users":** means any administrators, employees, contractors or representatives of the Partner authorized to access VTEX Platform to which unique passwords and usernames shall be assigned by the Partner.

**"Client":** means a company subscribed to the VTEX Platform.

**"Confidential Information":** means all and any document and information supplied or published by the disclosing Party to the receiving Party in any form or manner, including, but not limited to any and all private information relating to technology from any of the Parties or their affiliates, business plans, agreements, promotional, marketing, financing activities and economic matters, as well as all third party information that any of the Parties or their affiliates are obliged to keep confidential. Confidential Information can also be found in tangible materials, such as drawings, information, specifications, reports and computer programs. Confidential Information shall not include information that the receiving Party proves that: (i) is legally recognized by the receiving Party at the moment of its receipt from the other Party, as demonstrated by written evidence by the receiving Party, produced at the moment without breach of confidentiality; (ii) is commonly recognized or available to public, regardless of breach or omission by the receiving Party; (iii) can be evidenced by documents that has been developed or created by the receiving Party or any third party or by the employees of the receiving Party or any third party (that has not obtained such information in an illegal or obscure manner) and that has not had access, direct or indirectly, to the Confidential Information; or (iv) provided to the receiving Party by third parties, having right to it, without restrictions to disclosure and without breach of any contractual, legal or fiduciary obligations of such third parties. For sake of clarity, the terms of this Agreement are considered Confidential Information.

**“Data Protection Laws”**: means all laws and regulations, including laws and binding regulations of Brazil, United States of America, the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data, privacy or electronic communications.

**“Force Majeure Event”**: means any circumstance not within a Party’s reasonable control including, without limitation (a) acts of God, flood, drought, earthquake or other natural disasters; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom or pandemic; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (h) nonperformance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service.

**“Integration”**: means the integration between VTEX Commerce Cloud Platform and the Partner’s Product/Services that extends the functionality of VTEX Commerce Cloud Platform.

**“Intellectual Property”**: means patents, copyrights, trademarks, trade names, trade secrets, moral rights, and all other intellectual property of any kind recognized or enforceable under any jurisdiction foreign or international law, rule, or regulation where VTEX develops its business and activities.

**“Partner”**: means an individual or entity that has agreed to the terms of this Agreement and has executed a Specific Terms and Conditions. A Partner could be a System Integrator / Reseller or an Independent Software / Service Vendor, without prejudice to other categories of Partners that might be included in such definition, at VTEX’s own criteria:

**“Independent Software/Service Vendor (ISV)”**: means a partnership involving a Partner’s tech product or service, integrating with VTEX Platform, resulting in features or functionalities that round out the platform’s core software offerings.

**“System Integrators (SI) or Resellers”**: means a Partner that sells VTEX Platform directly to the end-client, and/or technology components sourced from different vendors (VTEX + third-party), along with some combination of consulting, configuration, and customization services.

**“Partner’s Products/Services”**: means the products and/or services provided by the Partner to the Clients.

**“Personal Data”**: means any Partner’s data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

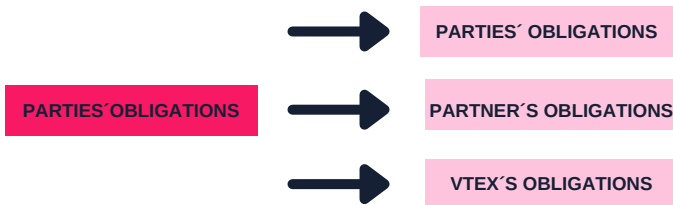
**“Processing”**: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination.

**“Specific Partner Terms and Conditions”**: means the document describing the type of commercial partnership between VTEX and Partner, as well as other licenses grants, fees, and supplemental terms associated with such commercial partnership and specific obligations regarding each type of Partner, as applicable.

**“Trademarks”**: means the name, logos, graphics, brand names, trade names, service names, trademarks, slogans and other marks of the Parties.

**“VTEX Commerce Cloud Platform” or “VTEX Platform” or “Platform” or “Services”**: means a proprietary computer software that is an online platform provided by VTEX to companies promoting and selling products and/or services online. Services exclude non-VTEX professional services and applications.

**“VTEX Sandbox”**: means the VTEX development environment made available to the Partner, if applicable, for the purposes of developing, testing, and maintaining the Integration.



## 2. PARTIES' OBLIGATIONS

**2.1. PARTIES' OBLIGATIONS.** Without prejudice to the other obligations provided for in the respective Specific Partner Terms and Conditions, the Parties undertake:

- a)** Not to engage in any practices that may have a negative effect on the trustworthiness or reputation of Parties and not to use any type of aggressive or low-quality advertising, such as malware and spyware in any of its business relating to other Party;
- b)** Not to make any false, deceiving or depreciative declarations in relation to VTEX
- c)** Not to breach the Data Protection Laws, nor, by any act or omission, directly or indirectly, cause VTEX to breach the Data Protection Laws;
- d)** To perform its obligations under this Agreement in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.
- e)** The Partner also undertakes: (i) not to send and not to allow the sending of email and/or an type of electronic message characterized as SPAM, under the penalty of prompt suspension to VTEX Platform, regardless of prior notice or notification by VTEX; and (ii) to be liable for any fine or penalty imposed to VTEX by national and/or international bodies and/or institutes in view of the Partner's SPAM practices per se or by any persons related to it, and shall reimburse VTEX for any penalties incurred by VTEX
- f)** To inform VTEX as expeditiously as possible of any changes in Partner's business registration and contact information including but not limited to: business name, address, primary contact name and contact details, etc. Unless informed of such changes, VTEX will continue to use information previously provided with no liability for using the information with respect to the terms of the Agreement;
- g)** Not, by any act or omission, directly or indirectly, cause the other Party to breach any obligation (whether contractual or non-contractual) to its Client;
- h)** To notify the other Party of any known information that may reasonably lead to a claim, demand or liability for or against them;
- i)** To make the payments of any fees under this Agreement in accordance with the terms indicated in the respective Specific Terms and Conditions, as applicable;
- j)** To inform the other Party as expeditiously as possible of any changes in Party's business registration and contact information including but not limited to: business name, address, primary contact name and contact details, etc. Unless informed of such changes, the other Party will continue to use information previously provided with no liability for using the information with respect to the terms of the Agreement;
- k)** Anti-Spam Commitment. The Parties are aware that VTEX develops its activities according to the Internet's best practices, not failing to endeavor efforts to suppress the SPAM practice, including by its Clients. For the purposes of this clause "SPAM" is the sending of email or of any other type of non-authorized electronic message of general nature, for non-requested advertising purposes (mailing list), or for any other purpose, so that it may result in claim from its addressees and/or from anybody and/or individual with attributions to battle and prevent such practice, including any electronic messages which breach the Data Protection Laws.

**2.2. PARTNER'S OBLIGATIONS.** Without prejudice to the other obligations provided for in the respective Section applicable to the Partner, the Partner undertakes:

- a)** Not to use the Platform or Services to: (i) display or transmit pornographic material of any kind; (ii) transmit material that is unlawful, misleading, harassing, libelous, abusive, fraudulent, threatening, harmful, grossly offensive or otherwise objectionable; (iii) transmit material that contains viruses or any other harmful programs or code; (iv) collect, post or distribute personal information about others without their consent; (v) transmit chain letters or any unsolicited e-mail messages; (vi) post or transmit any material that may infringe the copyright, trademark, trade dress or other intellectual property rights or any other personal or property rights of a third party; (vii) store files not related to Client's web site; (viii) advocate, assist or describe methods to hack or penetrate security measures; or (ix) offer or conduct activities related to gambling sweepstakes, raffles, lotteries, pyramid or similar schemes; (x) create an anonymous gateway; (xi) violate any federal, state or local law or regulation of a governing body; (xii) in the location where the violating content is received; (xiii) copy the look of VTEX's sites;

- b)** Not to, or attempt to, (i) gain unauthorized access to VTEX's network, VTEX Platform or Services; (ii) interfere with VTEX's Platform or Services; (iii) interfere with another VTEX Client's use of VTEX's Platform or Services; or (iv) impair the functioning or operation of VTEX's Platform;
- c)** To be liable for all Partner's activities executed and processed on VTEX Platform, including integrations and to assume before VTEX's Clients and any third parties all and exclusive responsibilities for the Partner's Products/Services, holding VTEX harmless of any liability in this regard, case in which no subsidiary or joint responsibility between the Parties shall apply in relation to Partner's Products/Services;
- d)** Ensure that the Partner's Products/Services comply with the legal and other requirements set forth in this Agreement, providing improvements and updating and carrying out preventive and corrective maintenance actions required for such purpose.
- e)** Not to sublicense or resell any of the Services to any third party without the prior written consent of VTEX, except if otherwise provided in the Specific Terms and Conditions, as the case may be;
- f)** Not to access VTEX Platform by any means other than through the interfaces that are provided and authorized by VTEX; and not to use VTEX Platform for other purposes other than provided in this Agreement.
- g)** To negotiate directly with the Clients that intend to use Partner's Products/Services the specific conditions for that purpose, case in which the Partner shall instruct the Clients of all aspects and characteristics of such Partners' Products/Services and the costs and benefits involved, as well as all the agreements that might be necessary to use Partner's Products/Services;
- h)** Not to favour, indicate, or perform the direct connection of Clients or from VTEX Platform with other integrators, including but not limited to middlewares and other connectors, unless otherwise agreed in the Specific Terms and Conditions, as the case may be;
- i)** Guarantee the safety of data and information supplied by Partner's Clients, remaining entirely responsible for the safekeeping of such data and provide Partner's Clients with technical support; and
- j)** Not to use the Services in a manner deemed to be fraudulent, VTEX shall have no responsibility or liability with regards to damages or losses resulting from fraudulent or illegal purposes by Partner and Partner shall defend, indemnify and hold harmless VTEX and its Affiliates from any and all liability arising from fraudulent or illegal purposes.

**2.2.1. Authorized Users.** VTEX Platform shall not be used by Partner or by its Authorized Users for, or on behalf of, third parties that are not authorized under this Agreement. Partner acknowledges that its right to use VTEX Platform will be web-based only and that the VTEX Platform will not be installed on any servers owned or controlled by Partner. Partner will be responsible for the confidentiality and use of Authorized User's passwords and usernames. VTEX will act as though any electronic communications it receives under Partner's passwords, user name, and/or account number will have been sent by Partner. Partner shall use commercially reasonable efforts to prevent unauthorized access to or use of VTEX Platform and shall promptly notify VTEX of any unauthorized access or use of VTEX Platform and any loss or theft or unauthorized use of any Authorized User's password or name and/or account numbers. Partner is responsible for all activities and electronic communications conducted by its Authorized Users and for its Authorized Users' compliance with this Agreement, including the content of all Partner's Data.

**2.2. VTEX'S OBLIGATIONS.** VTEX shall have the following obligations:

- a)** To provide the necessary infrastructure for the operation of VTEX Platform, operating regularly and make available on VTEX Platform the standard functionalities in order to allow any Integration under this Agreement;
- b)** To maintain the hosting infrastructure updated and secure in relation to protection programs against third parties' criminal or irregular activities;
- c)** To make available to the Partner online information for guidance relating to the procedures, use and operation of VTEX Platform.
- d)** As the case may be, disclose the Partner's solution by means of activities, such as, without limitation: educational activities, disclosure in writing to Clients and events with potential new Clients. VTEX shall have exclusive discretion regarding the manner how the disclosure of the Partner's activities will be made.
- e)** Give access to Partner to VTEX Platform.
- f)** Provide Partner with a support response time of approximately one (1) hour for urgent tickets (which hinder the flow of purchases) and eight (8) hours for regular tickets.
- g)** Make available the Partner's Service to its Clients, without any specific sign, preference or indication of any nature, the Clients having the exclusive discretion and choice to procure the Partner's Service or not.



### 3. INTELLECTUAL PROPERTY

**3.1. Intellectual Property.** VTEX Platform is protected by law. The ownership and the property rights on VTEX Platform, improvements, modifications and all derivative works are owned and shall remain owned exclusively by VTEX, being hereby authorized only the use of VTEX Platform by the Partner. The Partner is aware that it does not acquire any right on VTEX Platform. The Partner may only reproduce or copy eventual reference manuals of VTEX

Platform and any written materials furnished by VTEX for internal use. No written, printed or electronic material furnished by VTEX may be reproduced or copied for any other purpose. VTEX agrees to respect and not violate any of Partner's intellectual property, such as copyrights, trademark and registration rights.

**3.1.2.** The Partner cannot modify or remove any sign identifying VTEX Trademark from the places where it appears on VTEX Platform. Unless otherwise provided for in this clause, no provision contained herein may grant or will be considered as having granted to the Partner any right, title or any other equity on VTEX Trademark. The Partner may not, at any time whatsoever, object to or assist or cooperate with third parties to object to the Trademark of VTEX or its register, nor may it seek to register any trademark that can cause confusion by virtue of its similarity, with the Trademark of VTEX. Any and all goodwill, rights and benefits deriving from or resulting from the use of VTEX Trademark will exclusively benefit VTEX. The Partner does not obtain any right relative to VTEX trademark, unless otherwise expressly provided for in this Agreement.

**3.2. Partner's Data.** Parties clarify that the Partner holds data on a sole and exclusive basis, and VTEX does not hold any ownership rights on Partner's Products/Services, improvements, modifications and all derivative works for being stored on the database of VTEX Platform. All data stored by the use of VTEX Platform belongs to the Partner who authorizes the sharing of such data in an anonymous manner with VTEX in order to help the improvement of its products and services. The anonymous data, in an aggregated manner, may be used for activating resources such as market comparisons and publications that may assist the comprehension of the data trends, as well as to assist VTEX to measure and evaluate its infrastructure. All information that may identify the Partner's data shall be removed and combined with other anonymous data before being consolidated.

**3.3. License.** As applicable, Partner grants VTEX, worldwide, transferable, non-exclusive license, which shall be in force for the entire term of the Contract, related to the product of this integration, to any activity developed on the services provided to VTEX's clients, the right to use, modify, extend, and make derivative works from the Integration, as applicable, solely in connection with enabling customers to use the VTEX Commerce Cloud Platform as integrated with Partner's Products/Services, including to support or facilitate Partner's Integration with, and delivery of Partner's Products/Services via the VTEX Commerce Cloud Platform. Nothing herein shall permit VTEX to sell or license the Integration for any fee.

**3.4. Marketing Materials License and Trademark Usage Rights.** Each Party grants to the other the non-exclusive, non-transferable, non-sublicensable right and license: (a) to use the others marketing materials during the term of this Agreement solely in conjunction with the marketing, promotion and sale of the other party's products/services, subject to the other party's discretion and approval, and (b) to incorporate each other's trademarks and/or brand features subject to the other party's prior written approval. Each Party grants the other Party a limited, nonexclusive, personal and non-transferable license to use its Trademarks solely for the purpose of promoting either VTEX or Partner as contemplated herein. Each Party shall retain all right, title, goodwill and interest in and to its Trademarks and shall cease use of the other Party's Trademarks within five (5) days after written request from the other Party and upon termination of this Agreement. Unless otherwise provided in the Specific Terms and Conditions.

### 4. TERM AND TERMINATION

**Term.** The term of this Agreement shall be 12 (twelve) months as of the date of the execution of the Specific Terms and Conditions ("Initial Term"). The Agreement may be automatically renewed each year for successive 12 (twelve) month terms ("Renewal Term"), unless either Party gives the other written notice at least 90 (ninety) days prior to the conclusion of the Initial Term or the then current Renewal Term that the Agreement shall not be renewed, except if otherwise provided in the in the Specific Terms and Conditions.

**4.2. Termination Without Cause.** Except if otherwise provided in the Specific Terms and Conditions either Party may terminate the Agreement, without being subject to any penalty, by providing the other party with at least 90 (ninety) days prior written notification of such termination, sent in accordance with the terms of this Agreement.

**4.3. Termination With Cause:** Either Party may terminate this Agreement:

**4.3.1.** If the other Party commits any material breach of its obligations under this Agreement: (i) in the case of a material breach which is capable of remedy, the other party fails to remedy it after being given 15 (fifteen) days' written notice specifying the breach and requiring it to be remedied; or (ii) in the case of a material breach which is incapable of remedy, immediately by notice in writing to the other Party.

**4.3.2.** This Agreement may also be immediately terminated by either Party with cause, without being subject to any penalty and/or indemnity, and by means of a notice thereon, regardless of any judicial or extrajudicial notices, in the event of (i) impossibility of continuing to perform the Agreement as a result of legal or regulatory prohibition; or (ii) bankruptcy, judicial or extrajudicial recovery, dissolution or judicial or extrajudicial liquidation of any of the Parties, requested or ratified, or (iii) either party is the subject of anything analogous to any of the foregoing under the laws of any applicable jurisdiction.

**4.4. Force Majeure.** Except for the Partner's obligation to make payment, neither Party shall be in breach of this Agreement or otherwise liable for any delay or failure to perform obligations under this Agreement if the delay or failure results from a Force Majeure Event. In such circumstances either Party may rely on the provisions of this Section 5.4. for exemption from liability for non-performance part performance defective performance or delay and in the event that any such delay or failure continues for a period in excess of 90 (ninety) consecutive days either party shall have the right to terminate this Agreement with immediate effect by giving notice in writing to the other Party.

**4.5. Outstanding Payment upon Termination.** The termination of the Agreement, whether by the expiration of its Initial Term or Renewal Term or by termination does not exempt the Parties from the payment of any due fees to each other, in accordance with the respective Specific Terms and Conditions, as applicable, and does not affect any right or remedy that has accrued prior to the date of termination.

**4.7. Consequences of Termination.** Upon termination of this Agreement, with or without cause and pursuant Section 7.3: (a) each Party will return to the other Party, or destroy (and provide certification of such destruction), all property of the other Party in its possession or control (including all Confidential Information (as defined below)); (b) Partner will immediately cease displaying any VTEX Trademarks on any website or otherwise; (c) all rights granted to Partner under this Agreement will immediately cease, including but not limited to the right of Partner to access the Partner account or to receive any payments of commissions under this Agreement, unless otherwise determined by VTEX in its sole discretion; (d) Partner's Product/Services will no longer be available at VTEX Platform and, thus, VTEX will not be responsible or make any update or amendment in the Integration of such Partner's Product/Services with VTEX Platform.



## 5. FEES AND PAYMENT

**5.1. Fees.** As part of this Agreement, Partner or VTEX, as the case may be, will pay to the other Party the fees specified in the applicable Specific Terms and Conditions, for the Initial Term and any subsequent Renewal Term.

**5.2. Overdue Payments.** The delay, by the Partner or VTEX, as the case may be, in any payment shall result in the charging of a fine equal to 2% (two per cent) on the amount of the outstanding installment, as well as interest of 0,03% (three per cent) per day, calculated *pro rata die* between the due date and the date of the effective payment.

**5.3. Taxes and Expenses.** Each Party shall pay all of its own taxes and costs (including fees of financial advisors, attorneys and accountants) arising out of or in connection with this Agreement.



## 6. CONFIDENTIALITY

**6.1. Protection to Confidential Information.** The Parties shall:

- a) take measures to prevent the use, disclosure, dissemination or copy of any Confidential Information, including the development, implementation, maintenance and application of the proceedings and proper policies for protection of any Confidential Information;
- b) use the same measures that it uses to prevent the use, disclosure, dissemination or copy of its own confidential information or information of similar nature to prevent the disclosure of Confidential Information to third parties, but in no case security measures below the reasonable level;
- c) use the Confidential Information only when necessary and appropriate for the accomplishment of obligations under this Agreement;
- d) not acquire any express or implicit right to any Intellectual Property right or any other right;
- e) inform its employees, agents and contracting parties that execute obligations under this Agreement about the restrictions relating to Confidential Information; and
- f) require that all its agents, employees and contracting parties (including any subcontractors) agree on the confidentiality obligation. Notwithstanding any provision in contrary in this section, VTEX is authorized to disclose Confidential Information to its employees, agents, affiliates and subcontracting parties that: (a) have real need (to be assessed in good faith) to have knowledge about such Confidential Information in order to execute the obligations under this Agreement; and (b) have legal obligation of keeping the confidentiality of all the information (including of third parties) received by them while performing its obligations not less restricted than the confidentiality obligation that VTEX uses for protect its own information. VTEX shall arrange for the signature of a non-disclosure agreement with all employees and third parties that act directly with the execution of this Agreement, and the Partner shall do the same in respect to its employees and third parties. Each Party assumes total responsibility for acts and omissions of its contracting parties and employees regarding all Confidential Information.

**6.2. Mandatory Disclosure.** Subject to the remaining part of this Section 6, the receiving Party may disclose Confidential Information as long as requested by law, tribunal order or governmental body. The receiving Party shall use its best reasonable and commercial efforts for: (a) maintaining the confidentiality of the Confidential Information by notifying (as long as not prohibited by law) to the disclosing Party that shall have the right to intervene in the process for contesting such disclosure; and (b) cooperate with the disclosing Party, under disclosing Party's costs, to protect the confidentiality of such Confidential Information. The disclosing Party (or any other person to whom such Confidential Information belongs) shall have the right to obtain a protection order or, in another manner, protect the confidentiality of such Confidential Information.

**6.3. Term.** The obligations of the Parties in respect to Confidential Information in this clause shall remain in full force and effect during this Agreement and for five (5) years after its termination.



## 7. DATA PROTECTION

**7.1.** The Parties shall carry out the treatment of Personal Data, in the capacity of operator, in full conformity with: (i) the applicable legislation; and (ii) the terms of the Specific Terms and Conditions. All collaborators and contractors of Parties having access to the Personal Data are bound in writing to maintaining the confidentiality thereof.

**7.2.** In order to perform the contractual obligations defined in this Agreement or any amendments eventually executed, Parties represent that it shall treat the Personal Data in strict compliance with all laws regulating the matter of personal data protection.

**7.3.** As applicable, as the case may be, Partner represents that it is responsible for assuring that the Partner's Client is collecting personal data in accordance with applicable law for the sharing of their data with Partner and companies contracted by it for the sub-processing of data.

**7.4.** Parties undertakes to treat the Personal Data to which it may have access by virtue of the Agreement exclusively under the limits provided herein, as well as to maintain the Personal Data stored exclusively for the term required to develop the services in the ambit of the Agreement, deleting them as soon as they are no longer required. Parties undertake not to use the Personal Data for their own or third parties' benefits.

**7.5.** The disclosure of Personal Data may take place exclusively in the following cases: (i) when necessary for the Treating in accordance with applicable law; and (ii) where Party is summoned to disclose the Personal Data by an order from a competent authority, judicial ruling, arbitral decision or in the administrative ambit, provided that it previously inform to Controller and/or Operator, as the case may be, should such order be legally permitted. Therefore, the Party, when summoned to disclose the information, shall not be required to inform the other party should it be prohibited from making the announcement.

**7.6.** In order to perform the obligations defined in this Agreement or any amendments eventually executed, the Parties represents that they shall treat the Personal Data in strict compliance with all applicable laws, including, but not limited to the General Data Protection Regulation (EU) 2016/679, the California Consumer Privacy Act of 2018, the Brazilian General Protection Data Legislation (LGPD) 13709/2018, as they may be amended from time to time.

**7.7.** The VTEX privacy notice is an integral part of this Agreement and is available at <https://vtex.com/us-en/privacy-and-agreements/external-notice/>.

**7.8.** In the event one of the Parties breaches the applicable personal data protection laws, such breaching Party shall be liable for all direct damages incurred by the other Party as a consequence of the aforementioned breach, provided that such damages are proven in a judicial or administrative decision by a competent local authority.



## 8. LIMITATION OF LIABILITY

**8.1.** Subject to this Section 8, Parties shall not have any liability, whether arising out of breach of contract, tort (including negligence), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- a)** Indirect or special losses;
- b)** Loss of profits (whether actual or anticipated), business, business opportunities, revenue, turnover, reputation or goodwill, whether direct or indirect;
- c)** Loss or corruption of data or information, whether direct or indirect;
- d)** Loss of anticipated savings or wasted expenditure (including management time);
- e)** VTEX shall not be liable for losses resulting from (i) the activities carried out by the Partner on the VTEX Platform; or (ii) The content produced by the Partner on the VTEX Platform;
- f)** VTEX shall not be liable for errors and / or interruptions in the Services caused by the use of the VTEX Platform combined with third-party software or in conjunction with components, interfaces, hardware and / or environments not provided by VTEX;
- g)** Losses arising from Force Majeure Event as set out in Section 5.4 of this Agreement;
- h)** Violations of data or information resulting from (i) criminal or irregular actions by third parties that cannot be avoided because they are outside the limits of predictability when they occur;
- i)** VTEX shall not be liable for any inability of the Partner to use the Services as a result of (i) termination or suspension of this Agreement; (ii) discontinuation, by VTEX, of some functionalities of the VTEX Platform; and (iii) Service requests that are not required by VTEX;
- j)** Any investments, expenditures or commitments assumed by Parties in relation to this Agreement or with the use by the Partner of the Services; and
- k)** VTEX shall not be liable for damage related to any authorized access to the VTEX Platform, as well as modification, exclusion, destruction, damage, loss or failure to store any content or data of the Partner.
- l)** VTEX does not guarantee to Partner that Clients will contract the Partner's solution, there being no liability on the part of VTEX regarding the minimum contracting volume, privilege or exclusivity to supply its Services on the Platform.

**8.2.** Subject to Section 8.4 and without prejudice of Section 9.1 above Parties's total aggregate liability under or in connection with this Agreement, whether or not foreseeable or in the contemplation of the Parties and whether arising out of breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, will be limited to 3 (three) times the monthly average of the fees paid in connection with this Agreement, during the 12 (twelve) months immediately preceding notice of the loss suffered by injured Parties. If there is more than 1 (one) damage event during the reference period, the amounts due shall be aggregated and limited to the cap set forth in this clause.



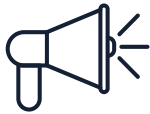
**8.3.** Parties do not offer each other any guarantee that the Clients will contract the Partner's Products/Services, in which Parties have no commitment towards each other of any minimum volume of financial transactions, products or any other, of any kind.

**8.4.** Nothing in this Agreement will operate to exclude or restrict one Party's liability (if any) to the other:

**8.4.1.** for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable;

**8.4.2.** for its fraud or fraudulent misrepresentation; or

**8.4.3.** for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.



## 9. CLAIM FROM THIRD PARTIES

**9.1.** The Partner assumes the sole responsibility for Partner's Products/ Services it offers on the VTEX Platform, as well as for compliance with consumer protection rules and other applicable legal provisions, recognizes that under no circumstances will VTEX be liable for any damages or claims made by third parties harmed in reason for the activities carried out on the VTEX Platform, and undertakes to take all necessary measures to exclude VTEX from the liability of eventual actions, being responsible for all costs and expenses, including attorney's fees, and the payment of eventual judicial determination.



## 10. REPRESENTATIONS AND WARRANTIES

**10.1. Formation; Authorization; Litigation.** Each Party represents and warrants that:

- a)** it is validly existing and in good standing, and is qualified to do business, in each jurisdiction where it will conduct business under this Agreement, unless the failure to do so will not have a material adverse effect on its ability to perform under this Agreement;
- b)** has full power and capacity to execute and comply with all obligations under this Agreement. The execution of and compliance with this Agreement was duly approved by its respective partners or other administrative bodies, as applicable, and no other corporate approvals are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement constitutes a valid and binding obligation, enforceable against the other Party pursuant to its terms and conditions; and
- c)** no claims, actions or proceedings are pending or, to the knowledge of the Party, threatened against or affecting the party that may, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement.

**10.2. No Violations; Approvals.** Each Party represents and warrants to the other Party that the execution, delivery or performance of this Agreement:

- a)** will not violate any existing law, regulation, order, determination or award of any governmental authority or arbitrator, applicable to the Party; and
- b)** will not violate or cause a breach of the terms of the Party's governing documents or of any material agreement that binds the Party.



## 11. INTEGRATION AND TECHNIAL SOLUTIONS

**11.1.** The Parties shall collaborate to identify possible technical or systemic incompatibilities that might jeopardize or impair the Integration of Partner's Products/Services with VTEX Platform, as well promptly provide the maintenance and/or corrective adequations considered necessary in order to assure the perfect functioning of the Integration and offer of it to Clients.

**11.1.1.** Each Party shall be responsible to provide the necessary adequacies and maintenance on its own systems, aiming for the perfect Integration.

**11.2.** Whenever a technical problem in the Integration is detected the Partner shall provide VTEX with all detailed information of the executed activities related to the Integration of Partner's Products/Services with VTEX Platform within 48 hours.

**11.2.1.** The delay of Partner in delivering the information mentioned above shall allow VTEX to suspend Partner's Products / Services until the technical problem is solved and shall exclude VTEX of any responsibility before third parties.

**11.2.2.** If a necessary technical update in Partner's Products/Services is needed and which might result in any incompatibility and/or instability in the Integration, inclusion of new features or amendments related to the operation process, Partner shall notify VTEX with at least 60 (sixty) days in advance so the Parties may agree about the feasibility and the best manner to conduct such update in order to guarantee the perfect functioning of such Integration.

**11.2.3.** In case the Partner fails to inform VTEX within the term indicated in item 12.2. above, VTEX will not guarantee the development or adequacy of the Integration.

**11.3.** Partner shall clarify within 3 (three) days as from VTEX solicitation, all the inquiries presented by VTEX related to the Integration of Partners Products/Services to VTEX Platform and/or related to Partner's Products/Services provided to Clients.

## ● ● ● 12. MISCELLANEOUS

**12.1. Entire Agreement.** This Agreement (including the exhibits and the Specific Terms and Conditions hereto) constitutes the entire understanding and agreement between the Parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to such subject matter. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). In case of conflict between the Master Partner Agreement and the Specific Terms and Conditions, the provisions of the Specific Terms and Conditions shall prevail. Each Party acknowledges and agrees that it is not entering into this Agreement in reliance upon and it will have no remedy in respect of, any misrepresentation, representation, statement, or promise (whether made by the other Party or any other person and whether made to the first Party or any other person) not expressly stated in this Agreement.

**12.2. Irrevocability; Successors.** This Agreement is executed on an irrevocable and irreversible basis in all its terms, clauses and conditions basis, binding the Parties, heirs and successors at any title.

**12.3. Waiver.** The failure or delay to exercise any right set forth in this Agreement shall not be deemed as a waiver or novation, nor shall impair the exercise of any such right.

**12.4. Severability.** If any provision of this Agreement is null or ineffective, such invalidity will not affect the other provisions of the Agreement, which will remain valid and in force with respect to all the other provisions.

**12.5. Notices.** All notices under this Agreement must be made in writing and will be deemed delivered to the recipient: (i) if delivered by hand, at the time of delivery; (ii) if sent by means of an internationally recognized courier, on the third day following dispatch; or (iii) if sent by email, upon receipt confirmation to the e-mail addresses indicated in the Specific Terms and Conditions.

**12.6. No Association.** VTEX, its representatives or employees do not maintain any employment relationship with the Partner. Therefore, the Parties are not subject to any rights or obligations arising from labor legislation in respect to the other Party's employees, collaborators or subcontractors, nor arising from labor accidents, no matter where they took place. Nothing herein intends to create a partnership, joint venture, or agency relationship between the Parties, regardless of the use of the word "Partner" herein to refer to one or both parties or in the title of this Agreement. Each Party will act in the capacity of independent contractor, and not as representative of another Party for any purpose.

**12.7. Non-Exclusivity.** The Agreement is entered into on a non-exclusive basis. Parties are not precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing, or developing for or by third parties, as well as marketing and distributing materials, products or services which are competitive with other Party's Products/Services, including without limitation any application, regardless of their similarity to other Party's Products/ Services, provided that Parties do not use each other's Confidential Information.

**12.8. Anti-Bribery.** The Parties declare and guarantee that they know and understand the anti-corruption laws, committing themselves to (i) not perform acts harmful to the national or foreign public administration, as well as refraining from promising, offering, giving, directly or indirectly, by itself or by an interposed third party, undue advantage to a national or foreign public agent, or the third person related to it; (ii) implement adequate guidelines and controls aimed at preventing and correcting deviations, in order to comply with and ensure that its administrators, employees, contractors and other representatives comply with the provisions of the anti-corruption laws; and (iii) evidence, at the request of the other party, the effectiveness of these guidelines and controls. The breach by the Partner of this clause will automatically be construed as a material breach of the Agreement which cannot be remedied.

**12.9. Anti-Money Laundering.** Parties totally reject any practice involving money laundering or the financing of terrorism and complies, strictly and rigorously, with the obligations applicable to it under the legislation in force for the prevention thereof. In this regard, Parties represent and warrant that the source of the funds/assets that are delivered to each other pursuant to this Agreement is not an activity that is illicit or that may be illicit. In addition, Parties declare that the source of their property comes from lawful corporate activities and, under no circumstances, does it come, whether directly or indirectly, from illicit activities or those that might be illicit, whether in the United States, in the United Kingdom, in Brazil or abroad. Given the foregoing, Parties exempt each other from any liability that may arise from the falseness or inaccuracy of this declaration. The breach by the Parties of this clause will automatically be construed as a material breach of the Agreement which cannot be remedied.

**12.10. Assignment.** The rights and obligations assumed hereunder may not be subcontracted, assigned or transferred in any way whatsoever by any of the Parties without the prior written consent of the other Party, except that any Party may assign this Agreement to one of its Affiliates without the other Party's prior consent, provided that the assigning Party provides the other Party with prompt written notice of such assignment, as long as the Affiliates, assignees and/or transferees agree to be bound by the dispute resolution mechanism provided for in the Specific Terms and Conditions.

**12.11. Partnership Point of Contact.** The individuals identified in the Specific Terms and Conditions will be the primary points of contact for this partnership and will communicate within their respective organizations about key initiatives, announcements, and priorities.