

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

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.

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 the VTEX Platform or VTEX IO, 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 software that creates interoperability between VTEX Commerce Cloud Platform and the Partner's Product/Services.

"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 Partner who integrates a Partner's tech product or service with the VTEX Platform, resulting in features or functionalities in addition to the Platform's core software offerings.

"System Integrators (SI)" means a Partner that assists in the license of the VTEX Platform to the end- client, and/or technology components sourced from different vendors and provides a 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.

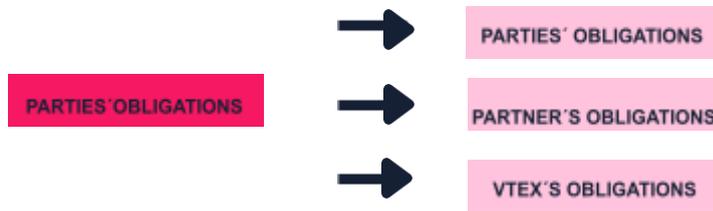
"Resellers" means a Partner that contracts directly with the end-client for the license of the VTEX Platform.

"Services" means the access to, use of or integration with, as applicable, the VTEX Platform, for the purposes of the Partner providing the Partner's Products/Services to the Clients. Services exclude non-VTEX professional services and applications.

"Trademarks" means the name, logos, graphics, brand names, trade names, service names, trademarks, slogans and other marks of the Parties.

"VTEX Platform" means a proprietary computer software that is an online platform provided by VTEX to companies promoting and selling products and/or services online.

"VTEX IO" means the VTEX development environment made available to the Partner or Authorized Users, if applicable, for the purposes of developing, customizing, 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 use any type of aggressive or low-quality advertising, such as malware and spyware in any of its business relating to other Party;
- b) To perform their obligations under this Agreement in compliance with all applicable laws, rules and regulations.
- c) To comply with the Data Protection Laws.
- d) To inform the other Party as expeditiously as possible of any changes in their 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 Parties will continue to use information previously provided with no liability for using the information with respect to the terms of the Agreement;
- e) 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;

2.1.1. 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 Partners. 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 infringe 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 shall:

- a) Not use the Platform, Services or VTEX IO 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, process or distribute personal information without their consent and/or adequate legal basis; (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 in the location where the violating content is received; and (xiii) copy the look of VTEX's sites.
- b) Not to, or attempt to, (i) gain unauthorized access to VTEX's network, the VTEX Platform, Services, or VTEX IO; (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) Be liable for all Partner's and Authorized Users' activities executed and processed on the VTEX Platform and VTEX IO, including integrations and customizations, and to assume before VTEX's Clients and any third parties any and all liability for the Partner's Products/Services and any eventual vulnerabilities caused by Partner's and Authorized Users' actions, holding VTEX harmless of any liability in this regard, and in no event shall there be any subsidiary or joint liability between the Parties 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.

- e) Not to sublicense or resell the VTEX Platform and/or any of VTEX's 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 the VTEX Platform or VTEX IO by any means other than through the interfaces that are provided and authorized by VTEX; and not to use the VTEX Platform or VTEX IO for other purposes other than provided in this Agreement. VTEX shall not be liable for any third party apps that may be available in VTEX IO, customizations or integrations made by Partner or Authorized Users based on such third-party apps.
- g) For Systems Integrators, to negotiate directly with the Clients that intend to use such Partner's Products/Services;
- h) Ensure the safety of data and information supplied by Partner's Clients, remaining entirely responsible for the compliance with applicable data privacy laws, safekeeping of such data and providing Partner's Clients with technical support; and
- i) Inform VTEX on a quarterly basis the new Clients that used the Partner's Products/Services in this period.

2.2.1. Authorized Users. The VTEX Platform or VTEX IO 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 the VTEX Platform and VTEX IO 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 any activities performed with 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 security breaches, unauthorized access to or use of the VTEX Platform and VTEX IO and shall promptly notify VTEX of any unauthorized access or use of the VTEX Platform and VTEX IO; any loss or theft or unauthorized use of any Authorized User's password or name and/or account numbers; and any issues caused by third party apps available on VTEX IO. Partner is responsible for all activities and electronic communications conducted by its Authorized Users and for its Authorized Users' compliance with this Agreement, including any Partner's Data

2.3. VTEX'S Obligations. VTEX shall have the following obligations:

- a) To make available to the Partner online information for guidance relating to the procedures, use, operation and security of the VTEX Platform and VTEX IO.
- b) In VTEX's discretion, disclose the Partner's solution by means of activities, such as, without limitation: training activities, marketing to existing and potential Clients.
- c) Make available the Partner's Service to its Clients.
- d) Give access to Partner to VTEX Platform and VTEX IO.



3. Intellectual Property

3.1. Intellectual Property. The VTEX Platform and VTEX IO are protected by law. The ownership and the property rights on VTEX Platform and VTEX IO, improvements, modifications and all derivative works ("IP") are owned and shall remain owned exclusively by VTEX, being authorized only the use of the VTEX Platform and VTEX IO by the Partner and Authorized Users, for the purposes stated in this Agreement. The Partner is aware that it does not acquire any right on the VTEX Platform and VTEX IO. The Partner may only reproduce or copy reference manuals of the VTEX

Platform, VTEX IO 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 shall 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 VTEX Trademark from the VTEX Platform and VTEX IO. 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 IP. Parties clarify that the Partner owns Partner 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 the VTEX Platform or VTEX IO. All data stored by the use of the VTEX Platform belongs to the Partner who grants VTEX the right to anonymize and aggregate such data, in accordance with Data Protection Laws, and use such resulting de-identified data to help improve and market its products and services.

3.3. License. As applicable, Partner grants VTEX, worldwide, transferable, non-exclusive license, during the Term, right to use, modify, extend, and make derivative works of the Integration, as applicable, solely in connection with enabling customers to use the VTEX 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 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 nonexclusive, 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 upon termination of this Agreement, unless otherwise provided in the Specific Terms and Conditions.

4. TERM AND TERMINATION

4.1. 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 shall 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 Specific Terms and Conditions.

4.2. Termination Without Cause: Either Party may terminate this Agreement by providing 90 days prior written notice.

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, if 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 an analogous situation 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 4.3. 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.

4.6. Consequences of Termination. Upon termination of this Agreement, with or without cause and pursuant Section 6.3: (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 on the VTEX Platform and, 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. 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 their obligations under this Agreement;
- d) not acquire any express or implicit right to any IP 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, the Parties are authorized to disclose Confidential Information to their employees, agents, affiliates and subcontracting parties that: (a) have a good faith requirement to have knowledge about such Confidential Information in order to execute the obligations under this Agreement; and (b) have a legal obligation of keeping the confidentiality of all the information (including of third parties) received by them not less restricted than the confidentiality obligations established herein. Each Party shall ensure all of its employees and third parties are bound by confidentiality obligations as restrictive as those contained herein. 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 competent law, tribunal order or governmental body. The receiving Party shall use its 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. To perform this Agreement, it is possible that: (a) Partner and VTEX will use, simultaneously but independently, Personal Data collected by each one; (b) VTEX processes Personal Data on behalf of the Partner; (c) the Partner processes Personal Data on behalf of VTEX Clients; or (d) the Partner processes Personal Data independently from VTEX, through its applications (apps), sold on the VTEX Platform.
- 7.2. For that purposes, the Parties will: (i) adopt technical and organizational measures for protecting Personal Data from unauthorized access, accidental or illegal destruction, loss, alteration or disclosure. If any security incident that affects the integrity, confidentiality or availability of Personal Data is confirmed, each Party shall notify the other, without undue delay, without prejudice to implementing the necessary measures to mitigate the impact and remedy the incident; (ii) limit the collection and access to Personal Data to employees, contractors and Authorized Users which are strictly necessary for the processing activities, under the terms of applicable Data Protection Laws, as well as ensuring that such access is bound by confidentiality agreements; (iii) store Personal Data only as long as necessary to perform under this Agreement, the law or regulation, and then eliminate them once such performance of the Agreement has been fulfilled; (iv) comply with the data subject rights, providing all necessary assistance to the other Party to respond to any requests, requests from data protection authorities or courts in relation to the processing of Personal Data, and must notify the other Party, without undue delay, if it receives any request; (v) inform the other Party in case disclosure of the Personal Data is required by order of a competent authority, judicial decision, arbitration decision or in an administrative process, being aware that the disclosure can only occur upon prior communication to the other Party, if such communication is legally permitted.
- 7.3. The Partner is exclusively responsible for the acts performed by its Authorized Users and/or by any and all persons who may have access to the VTEX Platform administration password, appkey tokens, and any other service.
- 7.4. The Partner may only perform any type of penetration test ("pentest") or vulnerability scan on the VTEX Platform provided if previously authorized by VTEX and upon compliance with the pre-established procedure for the request for security tests. No third parties are authorized to perform such tests. Any results or reports of vulnerability scans or pentests carried out by the Partner will belong exclusively to VTEX.
- 7.5. Subject to the restrictions provided for in clauses 8.1, 8.2. and 8.4., the liability for the consequences arising out of the breach of the Personal Data laws or this clause will be of the Party that caused it.



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; (ii) The content produced by the Partner on the VTEX Platform;
 - f) VTEX shall not be liable for errors, interruptions, or security vulnerabilities in the VTEX Platform and/or Services caused by the use of the VTEX Platform combined with third-party software or apps or in conjunction with components, interfaces, hardware and / or environments not provided by VTEX, including third party apps available in VTEX IO;
 - g) Losses arising from Force Majeure Event as set out in Section 4.3 of this Agreement;
 - h) Violations of data or information resulting from criminal or fraudulent actions by third parties that cannot be avoided because they are outside the limits of predictability when they occur, including social engineering and exploitation of unforeseeable vulnerabilities;
 - i) VTEX shall not be liable for any inability of the Partner to use the VTEX Platform and/or 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) damage related to any unauthorized 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) Any investments, expenditures or commitments assumed by Parties in relation to this Agreement or with the use by the Partner of the VTEX Platform and/or Services.

8.2. Subject to Section 8.4 and without prejudice of Section 8.1 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 or payable in connection with this Agreement, during the 12 (twelve) months immediately preceding notice of the loss suffered by the injured Party. 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 nor liability 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.



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, once signed, 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 TECHNICAL SOLUTIONS

11.1. Each Party shall be responsible to provide the necessary equipment and maintenance on its own systems..

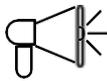
11.2. Whenever an error in the Integration is detected the Partner shall provide VTEX with all detailed information of the executed activities related to the Integration of Partner's Products/Services with the VTEX Platform within 48 hours. In case of technical problems in the Integration caused by VTEX, VTEX shall provide all detailed information of the activities to solve related issues in 30 (thirty) business days.

11.2.1. The delay of Partner in delivering the information mentioned above shall allow VTEX, upon advance written notice, to suspend Partner's Products / Services until the technical problem is solved and shall exclude VTEX of any responsibility.

11.2.2 If a necessary technical update in Partner's Products/Services is needed and which might result in any incompatibility 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 ensure the proper functioning of such Integration.

11.2.3. In case the Partner fails to inform VTEX within the term indicated in item 11.2. above, VTEX will not ensure the development or adequacy of the Integration.

11.3. Within three (3) days of notice from VTEX, Partner shall notify in writing receipt of 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. THIRD PARTY CLAIMS

12.1. 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.



13. COMPLIANCE COMMITMENTS

13.1. The Partner declares to be fully aware of the VTEX Code of Ethics ("Code of Ethics"), available at <https://vtex.com/wp-content/uploads/2021/07/VTEX-Code-of-Ethics-and-Conduct-ENG.pdf>, and undertakes to comply with its principles and guidelines and to ensure compliance with them by its managers, agents, representatives and employees. The Partner shall maintain, throughout its relationship with VTEX and/or third parties related to the subject matter of the Agreement, the highest standards of ethics and integrity.

13.2. The Parties undertake to respect and promote diversity by refraining from perpetrating any and all forms of prejudice, discrimination and retaliation, so that no employee or potential employee is treated in a discriminatory manner on the basis of race, skin colour, ethnic origin, nationality, social status, age, religion, gender, sexual orientation, personal aesthetics, physical, mental or psychological condition, marital status, opinion, political conviction or any other differentiating factor.

13.3. The Parties undertake to effectively support the eradication of sexual exploitation, labour analogous to slavery, as well as to curb sexual and moral harassment in all aspects of their organisation.

13.4. The Parties represent and warrant that they are aware of and understand the anti-corruption laws in their region, especially the rules contained in the United States Foreign Corrupt Practices Act (FCPA), and undertake to: (i) not to perform acts detrimental to the national or foreign public administration, as well as to refrain from promising, offering, giving, directly or indirectly, by themselves or by any intervening third party, undue advantage to a national or foreign public agent, or to a related third party; (ii) implement adequate guidelines and controls to prevent and correct deviations in order to be in compliance with and ensure that its managers, employees, contractors and other representatives comply with the provisions of anti-corruption laws; and (iii) demonstrate, upon request of the other Party, the effectiveness of these guidelines and controls. Violation of the provisions of this clause shall be automatically deemed a material breach of the Agreement which cannot be remediated.

13.5. The Parties represent and warrant that they understand and acknowledge the applicable anti-corruption laws, undertaking (i) not to act in a manner detrimental to the national or foreign public administration, and to refrain from promising, offering, giving, directly or indirectly, by itself or by a third party, undue advantage to a national or foreign public agent, or third person related to said agent; (ii) implement appropriate guidelines and controls to prevent and correct deviations in order to comply and to cause its

managers, employees, contractors and other agents to comply with anti-corruption laws; and (iii) provide evidence, upon request of the other Party, of the effectiveness of these guidelines and controls.

13.6. The Parties fully reject any practice involving money laundering or terrorist financing and strictly and rigorously comply with applicable obligations under applicable laws for their prevention. In this respect, the Parties represent and warrant that the origin of the funds/assets they deliver to the other Party under this Agreement does not constitute an illegal activity or one that may be considered illegal. Furthermore, the Parties declare that their assets are derived from legal and regular business activities and that under no circumstances, directly or indirectly, originate from illegal activities or activities that may be considered illegal, in the United States of America, Brazil or any other jurisdiction. In view of the foregoing, each Party hereby releases the other Party from any liability that may arise from the falsity or inaccuracy of this statement.

13.7. The Parties undertake to protect and preserve the environment, as well as to avoid any practice that may cause damage to the environment, by performing their services in strict compliance with applicable laws and regulations.

● ● ● 14. MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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. 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.

12.9. 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.

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.