

Master Partner Agreement

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

This MPA, the Additional Terms in the Addendums, and the executed STC shall, collectively, form a binding and executed written agreement ("Agreement") between the Parties, effective as of the execution date of the STC by the Parties.

1. General 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 that signed a Master Services Agreement with VTEX to use its Services.

"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) was independently developed by the receiving Party with no use of Confidential Information; (ii) becomes available to the public with no breach of this Agreement; or (iii) was received by the receiving Party from a third party with no restrictions of disclosure. For the sake of clarity, the terms of this Agreement are considered Confidential Information.

“Data Protection Laws” means all laws and regulations applicable to the Processing of Personal Data, privacy or electronic communications under this Agreement.

“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), such as an outage on AWS’s core services; and (i) interruption or failure of utility service.

“Integration” means the software that creates interoperability between VTEX Services 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 an STC.

“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, or dissemination.

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

“VTEX Platform” means VTEX’s proprietary enterprise digital commerce platform.

“VTEX IO” means the VTEX development environment made available to the Partner and its Authorized Users, if applicable, for the purposes of developing, customizing, testing, and maintaining the Integration.

VTEX Platform and **VTEX IO** are collectively referred to as **Services**.

2. Parties' Obligations

2.1. Parties' Obligations. Without prejudice to the other obligations provided for in the respective STC, 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, regulations and the terms of this Agreement.
- c) To inform the other Party as expeditiously as possible of any changes in their business registration and contact information. Failure to inform of such changes entitles the other Party to continue using the information previously provided with no liability;
- d) To make the payments indicated in the STC;

2.1.1. Anti-Spam Commitment. The Parties undertake not to carry out and suppress the SPAM practice. For the purposes of this clause, “SPAM” is the sending of an 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 that may result in a claim from the person or entity receiving it or from an entity with attributions to battle and prevent such practice.

2.2. Partner's Obligations. Without prejudice to the other obligations provided for in the STC, the Partner shall:

- a) Not use the 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, process or distribute personal information without their consent and/or adequate legal basis;; (v) 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; (vi) store files not related to Partner’s website; (vii) advocate, assist or describe methods to hack or penetrate security measures; or (viii) offer or conduct activities related to gambling sweepstakes, raffles, lotteries, pyramid or similar schemes; (ix) create an anonymous gateway; (x) violate any law or regulation of a governing body in the location where the violating content is received; and (xii) copy the look of VTEX’s sites.

- b) Not to, or attempt to, (i) gain unauthorized access to VTEX Services; (ii) interfere with a VTEX Client's use of VTEX Services; or (iv) impair the functioning or operation of VTEX Services;
- c) Be liable for all Partner's and Authorized Users' and/or by any and all persons who may have access to the VTEX Platform administration password, appkey tokens activities executed and processed on the VTEX Services 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.
- e) Not to sublicense or resell the VTEX Services to any third party without VTEX's prior written consent, except if otherwise provided in the STC;
- f) VTEX shall not be liable for any third-party apps that may be available in VTEX IO, and customizations or integrations made by Partner or Authorized Users based on such third-party apps.
- h) Ensure the safety of data and information supplied by Partner's Clients, remaining entirely responsible for the safekeeping of such data and providing Partner's Clients with technical support; and.
- i) Inform VTEX on a quarterly basis or when requested by VTEX the new Clients that used the Partner's Products/Services in the reference period.
- j) Sign contractual agreements directly with Clients that intend to use the Partner's Products/Services.
- l) Offer technical support to the Clients and users of the Partner's Products/Services. Partner acknowledges that Partner, and not VTEX, shall be solely responsible for providing technical support for the Partner's Products/Services.
- m) Ensure that the Partner's Products/Services remain updated, carrying out preventive and corrective maintenance actions required for such purpose.

2.3. VTEX's Obligations:

- a) To make available to the Partner online information for guidance relating to the procedures, use, operation, and security of the Services.
- b) In VTEX's discretion, disclose the Partner's Products/Services by means of activities, such as training activities and marketing to existing and potential Clients.
- c) Make available the Partner's Products/Services to its Clients.
- d) Give access to Partner to Services.

e) Provide the Partner with technical support via tickets opened by the Partner on the VTEX Platform.

3. Intellectual Property

3.1. Intellectual Property. The Services are protected by law. The ownership and the property rights on Services improvements, modifications, and all derivative works ("IP") are owned and shall remain owned exclusively by VTEX, being authorized only for the use of the Services by the Partner and Authorized Users, for the purposes stated in this Agreement. The Partner is aware that it does not acquire any rights on the IP. No written, printed, or electronic material furnished by VTEX may be reproduced or copied for any purpose. VTEX shall not violate any of Partner's Intellectual Property.

3.1.2. The Partner cannot modify or remove any VTEX Trademark from the VTEX Platform and VTEX IO. The Partner may not, at any time whatsoever, object to or assist or cooperate with third parties to object to the VTEX Trademark or its register, nor may it seek to register any trademark that can cause confusion by virtue of its similarity, with the VTEX Trademark. Any and all goodwill, rights, and benefits deriving from or resulting from the use of the VTEX Trademark will exclusively benefit VTEX.

3.2. Partner's Data. Parties clarify that the Partner owns its data on a sole and exclusive basis, and VTEX does not hold any ownership rights on the Partner's Products/Services, improvements, modifications, and all derivative works stored on the database of the Services. All data stored by the use of the Services 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 of the Agreement, the 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.

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 other marketing materials during the term of this Agreement solely in conjunction with the marketing, promotion, and sale of the Partner's Products/Services and Services, subject to the other Party's 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 rights, titles, goodwill, and interest in and to its Trademarks and shall cease use of the other Party's Trademarks upon the termination of this Agreement unless otherwise provided in the STC.

4. Term and Termination

4.1. Term. The term of this Agreement shall be 12 (twelve) months as of the signature date of the STC (“Initial Term”). Except if otherwise agreed in the STC, the Agreement shall be automatically renewed 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.

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

4.2.1. During this notice period, the Partner shall maintain the Partner's Products/Services in full operation and agrees that the Partner's failure to continue operating and maintaining the Partner's Financial Services during such notice period would cause VTEX to incur substantial costs and damages. The Partner agrees that it shall be fully responsible for the reimbursement of any such costs and damages incurred by VTEX arising from the violation of this provision.

4.3. Termination With Cause: Either Party may terminate this Agreement immediately, without being subject to any penalty and/or indemnity:

4.3.1. If the other Party commits a material breach not remedied within 15 (fifteen) days after written notice by the other Party specifying the breach and requiring it to be remedied.

4.3.2. In the event of (i) impossibility of continuing to perform the Agreement as a result of legal or regulatory prohibition; (ii) bankruptcy, judicial or extrajudicial recovery, dissolution or judicial or extrajudicial liquidation of any of the Parties, requested or ratified; or (iii) any breach of the obligations contained in Clause 10.1 or any applicable anti-corruption or anti-money laundering law.

4.4. VTEX can immediately terminate this Agreement in case it of instabilities in the Partner's Products/Services or upon the occurrence of repetitive complaints from Clients on the quality of the Partner's Products/Services or their support service.

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 4.4. for exemption from liability for non-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 for any reason does not exempt the Parties from the payment of any due fees to each other, in accordance with the respective STC, 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 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); (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; (d) Partner's Product/Services will no longer be available on the VTEX Platform

5. Payment Terms

5.1. 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.

5.2. Partner's payment. Partner shall pay the invoices issued by VTEX in up to 15 NET days.

5.2.1. The invoicing of the values owed to VTEX according to the STC executed by the Partner shall be performed according to the VTEX process that the Partner declares to acknowledge and agree: Invoices will be issued automatically by the VTEX system and will be available in the Financial (Billing) module of the VTEX Platform. The Partner will receive a notification by mail indicating that the invoice is available. The Partner will be responsible for downloading the invoices directly from this site in order to make the corresponding payments (tutorial on how to download invoices:https://help.vtex.com/en/tutorial/how-to-download-the-vtex-invoices--tutorials_653).

5.3. VTEX's payment. VTEX shall pay the invoices issued by Partner in up to 60 NET days in accordance with VTEX Accounts Payable Procedures available at <https://help.vtex.com/en/tutorial/accounts-payable-international--3yea9sllsA0KgUC28ASCGs>

5.3.1. VTEX will not accept any invoices received and/or issued after the 25th of each month will not be accepted by VTEX.

5.4. Payments shall be made by bank transfer or check, as appropriate. All bank information must be detailed on the invoice sent by either Party.

5.5. Any amounts subject to controversy between the Parties shall be assessed and offset or paid upon the payment of the amounts corresponding to the immediately following month.

5.6. Annual positive adjustment index of the fixed fees charged by VTEX: CPI (Consumer Price Index) annual, as published by the US Bureau of Labor Statistics.

5.7. The invoice is the only document necessary for the settlement of any outstanding amounts.

5.8. Any failure to pay by the Partner shall result in the charging of a fine equal to 2% (two percent) of the outstanding debt, as well as an interest rate of 0,03% (zero point zero three percent) per day, calculated pro rata die between the due date and the date of the effective payment.

5.9. In the event the Partner fails to make the corresponding payment for more than 30 (thirty) days, VTEX may, at its own discretion, suspend the availability of the Partner's Services/Products at the VTEX Platform until the payment is settled.

5.10. In the event the Partner fails to make the corresponding payment for more than 60 (sixty) days, VTEX may, at its own discretion, terminate the Agreement with immediate effect.

6. Confidentiality

6.1. Protection of Confidential Information. The Parties shall:

- a) use the same measures it uses to prevent the unauthorized use, disclosure, dissemination, or copying of its Confidential Information, but never less than a reasonable degree of care;
- b) use the Confidential Information only when necessary and appropriate for the accomplishment of their obligations under this Agreement;
- c) 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) need access to Confidential Information in order to execute the obligations under this Agreement, and (b) are bound by confidential obligations no less restrictive than the ones established herein. Each Party assumes total responsibility for acts and omissions of its subcontracting 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; and (b) cooperate with the disclosing Party, under disclosing Party's costs, to protect the confidentiality of such Confidential Information. The disclosing Party 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 with respect to Confidential Information shall remain in full force and effect during this Agreement and for three (3) 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 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.

7.4. Subject to the restrictions provided for in clauses 7.1, 7.2. and 7.4., the liability for any consequence arising out of a breach of Personal Data Laws or this clause shall be borne by 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 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 4.4 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 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 Services, 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 Services.

8.2. Subject to Section 8.4 and without prejudice of Section 8.1 above Parties' 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. Nothing in this Agreement shall 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. Integration and Technical Solutions

9.1. Each Party shall be responsible for providing the necessary equipment and maintenance on its own systems.

9.2. 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 the 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.

9.2.1. The delay of Partner in delivering the information mentioned above shall allow VTEX, upon advance written notice, to suspend Partner's Products/Services with no liability until the technical problem is solved.

9.2.2 If a necessary technical update in Partner's Products/Services might result in any incompatibility or instability in the Integration, Partner shall notify VTEX with at least 60 (sixty) days in advance so the Parties may agree about the feasibility of such update.

9.2.3. In case the Partner fails to inform VTEX within the term indicated in item 10.2.2 above, VTEX will not ensure the development or adequacy of the Integration.

10. Compliance Commitments

10.1. The Parties declare that (i) they are fully aware of the VTEX Code of Ethics and Conduct for Third Parties ("Code of Ethics") available at <https://vtex.com/us-en/compliance/ethics/> and the Anti-Corruption and Money Laundering Prevention Policies available at <https://vtex.com/us-en/compliance/policies-and-procedures/> and (ii) undertake to observe for themselves, their managers, agents, representatives and employees, their principles and guidelines, throughout their relationship with each other or with third parties related to the purpose of the Agreement.

11. Miscellaneous

11.1. This Agreement does not constitute a company, an association, a joint venture, an employment relationship, or another formal business relationship, or an entity of any nature,

nor does it constitute an obligation to create any such relationships or entities. Each Party will act as an independent contractor and not as a representative of the other Party for any purpose. If either Party fails to exercise any right provided for herein, this will not be

considered a novation or waiver of such provisions, rights, or entitlements and will not affect by any means whatsoever the validity of this Agreement. This Agreement cannot be transferred, assigned, charged, declared a trust over, or dealt in any other manner, in whole or in part, with all or any of its rights and obligations under this Agreement to third parties without the written consent of the other Party. This Agreement binds the Parties, heirs, and successors at any title. If any provision of this Agreement is determined to be void, null, or ineffective, such invalidity will not affect the other provisions of the Agreement, which will remain valid and in force concerning all the other provisions. All notices under the Agreement must be in writing and personally delivered or sent by registered or certified mail to, if for the Partner, the address listed on the associated STC and, if for VTEX, to legal@vtex.com.br. Notices will be deemed delivered: i) at the time of personal delivery to a representative of the Parties; ii) at the end of the third (3rd) business day when sent by delivery services; or iii) if mailed by registered or certified mail, notices will be effective when received. This Agreement and the STC contain the entire understanding of the Parties on the subject matter hereof and prevail over all and any previous understandings about the same object. In case of a conflict between this Agreement and the STC, the STC shall prevail. VTEX does not guarantee VTEX Clients will hire the Partner's Products/Services; nor shall it be responsible for performing direct referrals or have any liability regarding this.

11.2. Non-Exclusivity. The Agreement is entered into on a non-exclusive basis.

11.3. Governing Law and Jurisdiction. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on the VTEX entity signing this Agreement, as provided below:

VTEX Entity	Governing Law	Courts with exclusive jurisdiction are
VTEX ECOMMERCE PLATFORM LIMITED	United Kingdom	London, England
VTEX ARGENTINA S.A.	Argentina	Buenos Aires, Argentina
VTEX BRASIL TECNOLOGIA PARA E-COMMERCE LTDA	Brazil	Please refer to executed STC
VTEX CHILE SPA	Chile	Santiago, Chile
VTEX COLOMBIA TECNOLOGÍA PARA ECOMMERCE SAS	Colombia	Bogota, Colombia



The Enterprise Digital Commerce Platform

VTEX MEXICO SOLUCIONES EN ECOMMERCE S. DE R.L. DE C.V.	México	Ciudad de México, México
PERU TECNOLOGIA PARA ECOMMERCE S.A.C.	Perú	Lima, Perú
VTEX COMMERCE CLOUD SOLUTIONS LLC	New York	New York, United States

Addendum A - Additional Terms applicable to Financial Services Partners

1. Definitions

The following definitions shall apply to Financial Services Partners, in addition to those provided for in the MPA:

"Connector" means a communication protocol that every Payment Partner (acquirers, sub-acquirers, or gateways) needs to enable data transmission between itself and a VTEX Store, working under the VTEX Platform.

"Payment Provider Homologation" means the mandatory step performed by the VTEX team upon solicitation by the Partner to complete the implementation or update of a given Connector. The SLA for Payment Provider Homologation is 30 days.

"Financial Services": Services specialized in, among others, payments technology, who can execute any of the following activities: Credit; Bank reconciliation; Receipts; Anti Fraud; Accounting solutions; Debit; Alternative payments methods.

2. Obligations and Responsibilities of Partner:

2.1. Without prejudice to the provisions contained in the MPA, the Partner has the following obligations:

b) The Partner is entitled to (i) develop and maintain up to 1 Connector throughout the term of this Agreement and to (ii) ask for up to 1 Payment Provider Homologation per month for the Connector developed. Any additional demands for Connectors will have to be justified and approved in a separate addendum by VTEX.

c) Inform VTEX of their PCI Attestation of Compliance (AoC) in case this is necessary to comply with PCI regulations. In the event the Partner does not send the corresponding AoC, their Connector will not be homologated.

3. Termination

3.3. VTEX shall be entitled to immediately terminate the Agreement in case the Partner uses the Partner's Financial Services for countries or currencies other than the ones established in the Summary of the STC.

3.3.1. In addition to the right for termination of the Agreement, the Partner shall be subject to a monthly penalty in the amount of USD 2000 for each currency or country different from the ones established in the Agreement

Addendum B - Additional Terms applicable to Marketplace Partners

1. Definitions

In addition to those provided for in the MPA, the following definitions shall apply to the STC:

“Clients” means a legal entity subscribed to the VTEX Platform through an active commercial and contractual relationship with VTEX.

“Initial Term” The term of this Agreement shall be of 12 (twelve) months counted from the date of the execution of the STC.

“Marketplace”: Is a multi-vendor platform that, at each Client's own discretion, may be integrated into its ecommerce through the VTEX Platform, including solutions to offer products and/or services by various sellers.

“Partner’s Marketplace”: The Partner is a company that owns a Marketplace solution, by means of which intends to make available its services to VTEX Clients through the VTEX Platform, which will allow the Clients to expand its sales channels, and that will allow the Partner to broaden the products available in its Marketplace, and, as a result, increase the Partner’s revenue.

2. Obligations and Responsibilities

2.1. Partner’s Obligations. Without prejudice to the provisions in the MPA, Partner has the following obligations:

a) Complete the Integration within a maximum period of six (6) months. This term may be extended by mutual written agreement. However, if an extension agreement is not reached and the maximum term for integration is not met, VTEX, at its discretion, may unilaterally terminate this Agreement without causing any economic recognition to the Partner.

Addendum C - Additional Terms applicable to Tech Solution Partners

1. Definitions

“Tech Solutions” means all the technological services that complement the VTEX Platform, such as Activation and Management Services, Marketing Services, or Operations and Fulfillment Services.

“Activation and Management Services” means an ensemble of products and services made available to assist Clients in their operation with full commerce, user’s design and experience, consulting, implementation, learning and development, data systems, legal, B2B or B2C integration, and mobile integration solutions.

“Marketing Services” means an ensemble of products and services made available to assist Clients in their operation with solutions for digital marketing, CRM, influencers and models, search and suggestions, digital channels, pictures and videos, chatbots, URAs, and evaluations.

“Operations and Fulfillment Services” means an ensemble of products and services made available to assist Clients in their operation with logistics, inventory, ERP, and freight solutions.

1. Partner's Obligations

1.1. The Partner shall develop a Tech Solutions to integrate with the VTEX Platform and offer non-native additional features.

Addendum D - Additional Terms applicable to AppStore Partners

1. Definitions

The following definitions shall apply to the AppStore Partners, in addition to those provided for in the MPA:

“VTEX IO” is VTEX’s own development platform, on which it is possible for VTEX or third parties to create new applications.

“Externally Billed License” means that the billing of the license fee will be made externally by the Partner. In such cases, the Partner shall provide a Report and pay a percentage to VTEX considering the amounts in the Report.

“Internally Billed License” means that the billing of the license fee will be made internally via App Store by VTEX. The VTEX Client acquires and pays for the App in the App Store, and VTEX charges a percentage over such fees to the Partner on a monthly basis in accordance with section 5 of this STC. The Partner shall be responsible for any fees related to the transaction.

“License” means the Internally and Externally Billed License in the context of these STC,

“Partner’s APP” means a software application developed by Partner on VTEX IO as a tool or an extension to the VTEX Platform.

"Report" means a monthly report performed by the Partner, including 1. the total value of approved orders in connection with the sale of the Partner’s APP, 2. the total amount relative to the subscriptions to the Partner's APP by users, and 3. purchase ID. The Report shall be forwarded to VTEX on each first business day of the month.

“VTEX App Store” means an online marketplace developed and provided by VTEX or third parties, and which is accessed either through the following link (apps.vtex.com) or directly through the VTEX Platform.

2. Obligations and Responsibilities of VTEX:

2.1. Without prejudice to the provisions contained in the MPA, VTEX has the following additional obligations:

- a) Make available to Partner the one testing environment on the VTEX Platform free of charge, exclusively in order to develop and test the Partner’s APP as set forth in the MPA.
- b) Once VTEX has approved the Partner APP in accordance with the provisions of Section 4 below, VTEX will make the Partner’s APP available in the applicable area of the VTEX Platform dedicated to the offer of extensions. It is solely up to the Clients, at their discretion and free choice, whether or not to purchase the Partner’s App.

3. Obligations and Responsibilities of Partner:

Without prejudice of the provisions contained in the MPA, Partner has the following additional obligations:

- a) Ensure that the Partner’s APP is available for operation and accessible by Clients on an ongoing basis.
- b) Provide VTEX with a Report of all Partner’s Externally Paid Apps, both for apps and software, to facilitate the verification of amounts owed to VTEX.
- c) Adopt all measures reasonably required to avoid fraudulent or illegal use of the Partner’s APP by Clients, users, or third parties.
- d) If any of these responsibilities are not fulfilled, VTEX shall have the authority to terminate the Agreement and levy charges specified in the Agreement upon the Partner sixty (60) days prior notice (an email shall suffice).

4. Application Approval and Availability

4.1. Once the Partner APP has been approved by VTEX, Partner shall make the Partner APP available to Clients through VTEX App Store, which may be made available under an Internal Billed License.

4.2. In order for the Partner APP to be made available through the VTEX App Store, Partner must submit the Partner APP for approval by VTEX, with the observance of the following requisites:

- a) **Functionality:** The Partner APP shall perform the functions for which it is intended.
- b) **Usability:** Partner APP shall offer a user experience in compliance with the VTEX Platform and VTEX's style standards available at <https://brand.vtex.com/>.
- c) **Performance:** Partner APP shall be technically efficient and safe.
- d) **Pricing:** Prices for the Partner's APP will be subject to the Parties' understanding. Should the Partner intend to restate the fees charged in the Partner's APP, it shall submit the pricing through the approval process again.
- e) Should the monthly fee be variable, the Partner shall include the parameter to be used in the pricing during the approval process. Failure of the Partner to strictly adhere to the established parameter and accurately measure it may lead to the termination of this Agreement by VTEX.

4.2.1. The approval process shall start upon the Partner's submission of the Partner APP for the evaluation of VTEX. VTEX shall have forty-five (45) days from the date of such submission to either approve or reject the Partner APP.

4.2.2. If VTEX rejects or does not approve the Partner APP by the end of the 45-day evaluation period, VTEX shall provide Partner with a notice informing Partner of the reasons for such rejection. Partner may then remediate the reasons for such rejection and may then present the updated Partner APP for further evaluation and approval by VTEX under the same process.

4.2.3 VTEX reserves the right, in its sole discretion, to determine the disposition and order of any approved applications on the VTEX App Store.

Addendum E - Additional Terms applicable to Reseller Partners

1. Definitions:

In addition to those provided for in the MPA, the following definitions shall apply to Reseller Partners:

"VTEX Sales Team" means VTEX's professionals responsible for the management of relations with Partners and Clients.

"Go Live" means the start of operation or availability for use of the online store of the Client.

"Certified Partner" means a Partner that has been deemed certified by VTEX to perform the activities of Reseller Partner and/or Support Partner.

“Reseller Partner” means a VTEX-Certified Partner for the sale of the VTEX Platform, whose team conducts and holds Active Participation in the Sales Process, from the proposal until the agreement execution, supported by the VTEX Sales Team.

“Implementation Partner” means a VTEX-Certified Partner for the implementation of projects with the VTEX Platform jointly with the Client, during the ongoing project and support phase, i.e., after the Go Live.

“Active Participation in the Sales Process” means the duty of the Partner to generate and qualify sales opportunities, schedule meetings with Prospects, draft sale proposals and negotiate the sale terms supported by VTEX Sales Team.

“VTEX Accounts Payable Procedures” means the procedure set forth on the VTEX website (<https://help.vtex.com/en/tutorial/contas> - The VTEX website of the particular country should be accessed) for making payments and as it is described below.

“Prospect” means a company that could become a VTEX Client upon the intermediation of the Reseller Partner.

“Integrated Service” or “Integrated Services” means the provision set forth in section 5.1. of this Addendum.

“Referral Fee” means the compensation to be paid to a Partner referring an opportunity for the sale of VTEX Platform to the VTEX Sales Team, provided that such referral is neither a current Client under a valid VTEX agreement, nor a Prospect that has received a valid proposal on a date prior to the effective referral date.

“Ongoing Fee” means the variable compensation VTEX receives based on the orders passing through the OMS (Order Management System - module of VTEX Platform) according to the agreement executed by and between VTEX and the Client.

“Resale Fee” means the compensation to be paid to a Partner that (i) refers an opportunity for the sale of VTEX Platform to VTEX Sales Team, provided that such referral is neither a current Client under a valid agreement with VTEX, nor a Prospect that has received a valid proposal on a date prior to the effective referral date; and (ii) implements the VTEX Platform for said opportunity.

“Integrated Technology” means the provision set forth in section 5.1.

“Third Party Supplier” means the provision set forth in section 5.5.

2. Obligations and Responsibilities:

2.1. VTEX Obligations:

Without prejudice to the provisions contained in the MPA, VTEX has the following additional obligations:

- a) Answer calls and respond to technical support requests opened by the Partner through tickets via VTEX Platform;
- b) Promote the VTEX Platform and generate sale opportunities to Certified Partners;
- c) Maintain strict confidentiality of any referrals and opportunities presented by the Partner;
- d) Provide the Partner with access to communication channels with VTEX teams;
- e) Work together with the Partner in promoting the partnership by participating in events and developing business opportunities;
- f) Provide all necessary access to the VTEX sales base and technical expertise for the partnership on the VTEX Platform.

2.2. Partner's Obligations:

Without prejudice to the provisions contained in the MPA, Partner has the following additional obligations:

- a) Intermediate the sale of the VTEX Platform, with the support of VTEX Sales Team, and/or implement projects with the VTEX Platform jointly with Client, during the project phase and when ongoing support is applicable, i.e., after Go Live;
- b) Pay for, during the entire term of the Agreement, a VTEX Platform Sandbox;
- c) Become annually certified for its related activity as Reseller Partner and/or Implementation Partner.
- d) Do not cause any delay in the implementation of the project provided for in these STC.

2.2.1. Partner shall issue to VTEX the invoices referring to the Referral Fee and Resale Fee within 12 months after VTEX executes the contract with the client. Otherwise, the Partner's right to request payment will be forfeited.

3. Third Parties' Integrated Services

3.1. VTEX allows third-party vendors, service providers, software developers, and information systems companies to supply applications, sites, and/or resources through VTEX Platform ("Integrated Service" or "Integrated Services"). VTEX may offer Integrated Services through i) the licensing of a third-party's technology and its incorporation into the Services; or

ii) the establishment of a connection or channel with a third party's software platform or information system, enabling the Services to send Partner's Data or any kind of information to the intended party. Items (i) and (ii) are jointly referred to as "Integrated Technology").

3.2. If applicable, the Partner consents to use the Integrated Technology with the Integrated Services. In order to use and subscribe to the Integrated Technology, the Partner may be required to accept additional terms and conditions specific to the Integrated Technology.

3.3. If applicable, the Partner acknowledges that, in order to use certain Integrated Services, there may also be applicable terms and conditions, including terms and conditions that may set forth a direct contractual relationship between the Partner and the Integrated Services provider. If it has subscribed to the Integrated Services, the Partner agrees that VTEX may allow the Integrated Services provider the access to the Partner's Data as required for the interoperation of the Integrated Service with VTEX Platform. Partner acknowledges that VTEX is not responsible for any disclosure, modification, or suppression of the Partner's Data resulting from the access by an Integrated Service or its provider. VTEX does not guarantee or endorse Integrated Services, whether they are indicated as "certified" or not, or any other indication, except as specified in a specific amendment related to the Integrated Service.

3.4. If applicable, the Integrated Technology may be used, among other ways, to collect data and information ("third parties information") from several systems in order to: (i) identify opportunities in the third party's information during the utilization of the Services; (ii) make improvements to the software underlying the Services; and (iii) measure Key Performance Indicators (KPIs). VTEX is not required to confirm the accuracy or reliability of all such third party's information and KPIs and shall not be responsible for any loss, damage, or expense of any nature whatsoever and howsoever, resulting from any violation or error, loss, damage or claim caused by the Partner or due to the fact that any third party relies on any such third party's information and KPIs.

3.5. The central hosting facilities that support the Services, all related applications, and the third party's Integrated Services, if applicable and delivered by VTEX for utilization by Partner, shall be provided and managed by a third party supplier (the "Third Party Supplier"), and not by a party to this Agreement. VTEX shall not be responsible for any violation or delivery error, loss, damage, or interruption of the Third Party Services or Third Party Integrated Services during the Term of this Agreement caused by a third-party vendor. The Partner shall immediately notify VTEX in writing of any such error, loss, violation, damage, or interruption. VTEX shall not be responsible for any loss, damage, or expense of any nature whatsoever and howsoever, resulting from any violation or error, loss, damage, or interruption of the Services caused by the third-party vendor.