

# MASTER SERVICES AGREEMENT - GENERAL CONDITIONS FOR RENDERING OF SERVICES

## 1. PARTIES

1.1. By this private instrument, on one side, VTEX COMMERCE CLOUD SOLUTIONS LLC (“VTEX”), a Florida limited liability company located at: 110 East Broward Blvd, Suite 1700, Fort Lauderdale, FL 33301, and on the other side, the legal entity indicated and identified in the “**SPECIFIC CONDITIONS – ORDER FORM**”, hereinafter referred to as “**CONTRACTING PARTY**” (each a Party, together, the “Parties”), have covenanted and agreed to execute this instrument, according to the clauses and conditions set forth below, which the parties have read and accepted and to which the parties bound themselves and for their successors under any title whatsoever.

## 2. ADHERENCE AND INTERPRETATION

2.1. The adherence of the **CONTRACTING PARTY** to these “**GENERAL CONDITIONS**” is formalized by filling out and signing the “**SPECIFIC CONDITIONS – ORDER FORM**”. The **GENERAL CONDITIONS** and the **SPECIFIC CONDITIONS – ORDER FORM** are herein jointly referred to as the “**AGREEMENT**”. If there are any contradictions or ambiguities between the **GENERAL CONDITIONS** and the **SPECIFIC CONDITIONS – ORDER FORM**, the terms of the **SPECIFIC CONDITIONS – ORDER FORM** shall prevail.

## 3. OBJECT

3.1. **VTEX** hereby undertakes to render the services described in the **SPECIFIC CONDITIONS – ORDER FORM** to the **CONTRACTING PARTY**, hereinafter referred to as the “**SERVICES**”.

3.2. If the **CONTRACTING PARTY** requests the rendering of any service not provided under this **AGREEMENT**, including, but not limited to the development of a new functionality of **VTEX** software or an improvement that is not being developed, or the monitoring or performance of any other activity by **VTEX**, such service will be regarded as a new service to be contracted by the **PARTIES**, which will be the object of a new agreement between the **PARTIES**.

## 4. PRICE AND PAYMENT CONDITIONS

4.1. **CONTRACTING PARTY** will pay **VTEX**, for the **SERVICES**, all fees indicated in the **SPECIFIC CONDITIONS – ORDER FORM**, according to the conditions specified therein, upon receipt of an invoice from **VTEX**. If the fees are subject to adjustments, as indicated under the **SPECIFIC CONDITIONS – ORDER FORM**, the amounts will be adjusted every twelve (12) months as of the date of execution of the **SPECIFIC CONDITIONS – ORDER FORM**, based on the positive variation of the general market price index for the period, according to the index set forth in the **SPECIFIC CONDITIONS – ORDER FORM**.

4.2. In the event **CONTRACTING PARTY** fails to make any payment when due, **CONTRACTING PARTY** will be charged a penalty for delay equal to two percent (2%) on any amount that is not paid when due, plus interest of one percent (1%) per month or month fraction, calculated on a daily *pro rata basis* between the due date and the date of the actual payment.

4.2.1. If **CONTRACTING PARTY** fails to make any payment for more than sixty (60) days after the due date and subject to the procedure stated in clauses 10.5 and 10.5.1, **VTEX** may suspend immediately the rendering of the **SERVICES**, and at its sole discretion, to terminate the **AGREEMENT**.

4.2.2. **CONTRACTING PARTY** shall remain obliged to pay the overdue and unpaid amounts, as long as the **SERVICES** have been provided by the **CONTRACTOR**, whether in case of suspension of the **SERVICES** or in case of termination of the **AGREEMENT**.

4.3. If there is a variation in the tax assessment levying on the **SERVICES** during the term of the **AGREEMENT** that may impact on its economic and financial balance with a variation higher than thirty percent (30%), the **PARTIES** undertake to renegotiate the contracted values aiming at establishing again the economic and financial balance of the **AGREEMENT**.

## 5. CONTRACTING PARTY’S OBLIGATIONS

5.1. **CONTRACTING PARTY**’s obligations are:

5.1.1. To make the payments due under this **AGREEMENT** on in accordance with the terms indicated in the **SPECIFIC CONDITIONS – ORDER FORM**.

5.1.2. To inform **VTEX** as expeditiously as possible of any changes in Client's business registration and contact information including but not limited to: business name, address, primary contact name and contact details, etc. Unless informed of such changes, VTEX will continue to use information previously provided with no liability for using the information with respect to the terms of the Agreement (e.g., for providing notice of price changes).

5.1.3. To manage the operation of its website and to manage whatever is deemed necessary and available through the administrative module made available by **VTEX**.

5.1.4. To be liable for the truthfulness of the information provided upon the execution of this **AGREEMENT**, including with regard to the ownership of the website and its domain as well as to be liable for the truthfulness and accuracy of the information provided in the **SPECIFIC CONDITIONS – ORDER FORM**.

5.1.5. To be liable, on an exclusive and full basis, for the activities that will give rise to the receipts to be electronically processed by using the services rendered by **VTEX**, including but not limited to: quality and origin of the products and services commercialized, full compliance of the contracts originating the receipts, and for any other fact or event deemed relevant for the origination of those receipts, exempting **VTEX** from any liability with that regard.

5.1.6 To be liable, on an exclusive basis, for the acts performed by its representatives, website developers, managers and/or by any and all person that may have access to the website management password (recognizing that such acts may negatively impact the security and/or performance of the website or VTEX Software), declaring to be aware that **CONTRACTING PARTY** will always be liable for such acts, on an exclusive basis.

5.1.7 To arrange for, on its own account and risk, at its sole discretion, as well as incur, on an exclusive basis, all costs and expenses concerning the hiring and accreditation of the payment methods along with the credit card operators and financial institutions, being liable for the compliance with the requirements from such institutions and/or operators to accept such contracting, expressly undertaking the risk of refusal by the credit card operators and financial institutions.

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

5.1.9 To not, or attempt to, (i) gain unauthorized access to VTEX's network, System or Services; (ii) interfere with VTEX's Software or Services; (iii) interfere with another VTEX Client's use of VTEX's Software or Services; or (iv) impair the functioning or operation of VTEX's Software or Services; or (v) decipher, decompile, disassemble or reverse engineer the Software or the Services.

5.1.10 To: (i) comply by VTEX's policy with respect to the Digital Millennium Copyright Act ("DMCA") as posted on VTEX's website; (ii) respond expeditiously to communications from VTEX with respect to allegations of Client's copyright infringement by third parties; (iii) hold VTEX harmless from any action taken pursuant to the DMCA notification as defined in (17 U.S.C. Section 512(g)(3)) and documented in VTEX's DMCA policy.

5.1.11 To not sublicense or resell any of the Services to any third party without the prior written consent of VTEX.

5.1.12. To comply with Clause 12 below and respective sub clauses ("Anti-Spam Commitment").

## 6. VTEX's OBLIGATIONS

6.1. **VTEX** shall:

6.1.1. render the **SERVICES** properly, providing the necessary infrastructure for the operation of the platform, operating regularly, subject to the provisions stated in clause 7.1 below.

6.1.2. make available on the platform the standard functionalities, as well as new functionalities, at least every sixty (60) days, but always aiming at improvements in the system.

6.1.3. provide monthly support to **VTEX** software. The monthly support corresponds to the performance, by **VTEX**, of the activities described in clauses 6.1.3.1 to 6.1.3.3 below.

6.1.3.1. Keeping the **VTEX** software suitable and in accordance with the standard functionalities and eventual improvements.

6.1.3.2. Keeping the platform up and running according to the Service Level Agreement of the Software as a Service ("**SLA OF THE SAAS**").

6.1.3.3. Making available new functionalities and/or developments of standard functionalities already existing, according to **VTEX**'s pre-existing planning, and the **CONTRACTING PARTY** shall choose to use them or not.

6.1.4. make available online documentation containing description of the main Application Programming Interfaces ("APIs"), to enable the integration of **VTEX** software with other software.

6.1.5. provide and update knowledge basis for support and guidance on the operation of the platform to enable its best use.

6.1.6. maintain the hosting infrastructure updated and secure in relation to protection programs against third parties' criminal or irregular activities.

6.1.7. make available to the **CONTRACTING PARTY** online information for guidance relating to the procedures, use and operation of the platform.

## 7. SERVICE LEVEL

7.1. As long as **CONTRACTING PARTY**'s obligations provided for herein are complied with and fulfilled, **VTEX** has technical capabilities and intends to keep the platform up and running every month, for the time set forth in the **SLA OF THE SAAS, VTEX COMMERCE – SERVICE LEVEL AGREEMENT** (<http://www.vtex.com/agreements/>).

## 8. VTEX'S LIMITED LIABILITY

VTEX ASSUMES NO RESPONSIBILITY WITH RESPECT TO THE USE OF THE SYSTEM OR SERVICES BY CLIENT OR ITS END USERS. VTEX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, DOWNTIME COSTS, COSTS OF ANY SUBSTITUTE SERVICES OR CLAIMS OF ANY THIRD PARTY, INCLUDING CLIENT'S OR END USERS FOR SUCH DAMAGES, EVEN IF VTEX KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. VTEX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY INFRINGEMENT OF ANY COPYRIGHT, TRADEMARK, TRADE DRESS, SERVICE MARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING FROM THE USE OR INABILITY TO USE THE SYSTEM OR SERVICES, OR BY THE UNAUTHORIZED USE OF, OR ACCESS TO, THE SYSTEM OR SERVICES. VTEX'S MAXIMUM LIABILITY FOR ANY DAMAGES OR WARRANTY OBLIGATIONS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES RESULTING FROM VTEX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF THE AMOUNTS PAID BY CLIENT FOR HOSTING SERVICES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE PERFORMANCE OF ANY SERVICES TO BE RENDERED HEREUNDER.

## 9. INTELLECTUAL PROPERTY

9.1. **VTEX** software is protected by law. The ownership and the property rights on **VTEX** software are owned and shall remain owned exclusively by **VTEX**, being hereby authorized only the use of **VTEX** software by **CONTRACTING PARTY**. **CONTRACTING PARTY** is aware that it does not acquire hereby any right on **VTEX** software. **CONTRACTING PARTY** may only reproduce or copy eventual reference manuals of **VTEX** software 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.

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

9.3. Considering that **CONTRACTING PARTY** may store its own data on the database of **VTEX** software, the **PARTIES** clarify that **CONTRACTING PARTY** holds such data on a sole and exclusive basis, and **VTEX** does not hold any ownership rights on such data for being stored on the database of **VTEX** software.

9.4. **VTEX** states that it owns all rights over **VTEX** software which are necessary for the licensing its use for the **CONTRACTING PARTY** and for the rendering of the **SERVICES**, being responsible for eventual breach of third party rights arising from the use of the **VTEX** software by the **CONTRACTING PARTY**.

9.5. All data stored by the use of **VTEX** software belongs to the **CONTRACTING PARTY** who authorizes the sharing of such data in an anonymous manner with **VTEX** in order to help the improvement of its products and services. The anonymous data, in an aggregated manner, may be used for activating resources such as market comparisons and publications that may assist the comprehension of the data trends, as well as to assist **VTEX** to measure and evaluate its infrastructure. All information that may identify the **CONTRACTING PARTY**'s data shall be removed and combined with other anonymous data before being consolidated.

9.6. The Parties acknowledge and agree that in the event of any breach of **VTEX**'s intellectual property rights relating to the Software or the Services, **VTEX** may not have an adequate remedy at law and **VTEX** shall be entitled to seek equitable relief without the necessity of proving actual damages or posting of a bond. This provision shall not be construed as a waiver of any legal rights that **VTEX** may otherwise be entitled.

## 10. TERM AND TERMINATION

10.1. The **AGREEMENT** is effective as of the date of execution of the **SPECIFIC CONDITIONS – ORDER FORM**, remaining in force for the term set forth in the **SPECIFIC CONDITIONS– ORDER FORM** (“**TERM**”). If not otherwise agreed in the **SPECIFIC CONDITIONS – ORDER FORM**, the **AGREEMENT** will be considered automatically extended for additional periods equivalent to the **TERM**, and thus successively, unless one of the **PARTIES** notifies the other **PARTY**, in writing, ninety (90) days before the end of the **TERM**, stating its intention not to renew the **AGREEMENT**.

10.2. Either Party may terminate the **AGREEMENT**, without being subject to any penalty and/or indemnity, as long as, in case of termination by **VTEX**, the **CONTRACTING PARTY** is notified at least one hundred and fifty (150) days in advance and, in case of termination by the **CONTRACTING PARTY**, the **VTEX** is notified at least sixty (60) days in advance, by means of a written notification sent in accordance with the terms of this **AGREEMENT**, subject to the provisions stated on clauses 10.2.1 and 10.2.2 below:

10.2.1. If **VTEX** decides to terminate the **AGREEMENT**, the **SERVICES** will be suspended at the end of the one hundred and fifty (150) day term indicated in 10.2, unless the **PARTIES** agree otherwise.

10.2.2. If **CONTRACTING PARTY** decides to terminate the **AGREEMENT**, the **SERVICES** may be discontinued before the end of the sixty (60) day term indicated in 10.2, at **CONTRACTING PARTY**'s discretion, but in any case, **CONTRACTING PARTY** shall pay to **VTEX** the monthly payments related to the whole prior notice term.

10.3. Either **PARTY** may promptly terminate the **AGREEMENT** without being subject to any penalty and/or indemnity, and by means of a notice thereon, no prior notice requested, in case of adjudication of bankruptcy or request for judicial restructuring, by any of the **PARTIES**, or in case either **PARTY** goes into liquidation. If any of those hypotheses occurs

in relation to **VTEX**, **CONTRACTING PARTY** will be entitled to have access to the application source code and to **VTEX**'s framework compiled code.

10.4. **VTEX** may, at its sole discretion and at any time, without being subject to the payment of any penalty or indemnity to **CONTRACTING PARTY**, promptly terminate this **AGREEMENT** if it verifies that **CONTRACTING PARTY** is using the **SERVICES** in a fraudulent manner, or if **CONTRACTING PARTY**' website is listed by any consumer protection body as a website to be avoided. Under those hypotheses, the contract termination will have immediate effect, and **VTEX** may, by means of notification to **CONTRACTING PARTY**, promptly discontinue the rendering of the **SERVICES**.

10.5. Either PARTY may terminate the **AGREEMENT** by virtue of an uncured contract breach, subject to the procedure indicated in clause 10.5.1 below:

10.5.1. If any contract breach is verified, the aggrieved **PARTY** will notify the other **PARTY**, in writing, about such breach, requesting the cure of such breach within fifteen (15) days as of the notification date. If the breaching **PARTY** is not able to cure the breach within such term, the aggrieved **PARTY** may terminate this **AGREEMENT**.

10.6. The termination of the **AGREEMENT**, whether by the ending of its **TERM** without renewal or by rescission or by termination, does not exempt **CONTRACTING PARTY** from the payment of any due installment, as long as the corresponding **SERVICES** have been rendered by the **CONTRACTOR**.

## 11. CLAIMS FROM THIRD PARTIES

11.1. **CONTRACTING PARTY** acknowledges being solely liable for the products and/or services offered by it via its website as well as for the fulfillment of the consumer defense rules within the scope of the activities it develops in its website. In this context, if **VTEX** is sued by third parties by virtue of, including but not limited to, defects on the products or services offered by **CONTRACTING PARTY** or by any supplier of **CONTRACTING PARTY**, or further, for the non-compliance with the consumer defense rules, **CONTRACTING PARTY** undertakes to keep **VTEX** exempted from any claims.

11.1.1. If **VTEX** is sued by third parties, **CONTRACTING PARTY** undertakes to take all the necessary actions to exclude **VTEX** from being a defendant in the claim. If such exclusion is not possible, **CONTRACTING PARTY** will bear all the costs and expenses, including but not limited to attorney fees, which **VTEX** will have to incur for its defense, anticipating the amounts requested by **VTEX**, or if **CONTRACTING PARTY** cannot anticipate the amounts or pay directly, it will have to reimburse **VTEX** for the amounts that the latter had already disbursed, within two (2) business days from **VTEX**'s request. In case **VTEX** is sentenced, **CONTRACTING PARTY** shall pay directly the sentence value or anticipate the amounts that **VTEX** will have to pay; however, if none of such alternatives is possible, **CONTRACTING PARTY** shall reimburse **VTEX**, within two (2) business days from **VTEX**'s request, for all the amounts that it disbursed if sentenced.

## 12. VTEX's ANTI-SPAM COMMITMENT

12.1. **CONTRACTING PARTY** is 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 customers.

12.1.1. For the purposes of this clause 12, "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 any body and/or individual with attributions to battle and prevent such practice.

12.2. Without prejudice to the other obligations eventually provided for in the **SPECIFIC CONDITIONS – ORDER FORM**, the **CONTRACTING PARTY** undertakes:

(i) not to send and not to allow the sending of email and/or any type of electronic message characterized as SPAM, under the penalty of prompt suspension of the services hereby contracted, regardless of prior notice or notification by **VTEX**; and

(ii) to be liable for any fine or penalty imposed to **VTEX** by national and/or international bodies and/or institutes in view of **CONTRACTING PARTY**'s SPAM practices per se or by any persons related to it, and shall reimburse **VTEX** for any penalties eventually incurred by **VTEX** for its exclusion from the list of SPAM forwarders.

## 13. CONFIDENTIALITY

### 13.1. Definition of Confidential Information

- (a) "Confidential Information" shall mean 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.
- (b) 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, or to the employees of, the **RECEIVING PARTY** or any third party (that did not obtain such information in an illegal or obscure manner) and that did not have 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 any contractual, legal or fiduciary obligations of such third parties. For sake of clarity, the terms of this **AGREEMENT** are considered Confidential Information.

### 13.2. Protection to Confidential Information. The **PARTIES** shall:

- (1) 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;
- (2) 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 any way secure measures below the reasonable level;
- (3) use the Confidential Information only when necessary and appropriate for the accomplishment of obligations under this **AGREEMENT**;
- (4) do not acquire any express or implicit right to any intellectual property right or any other right, or establish any guarantees over Confidential Information;
- (5) inform its employees, agents and contracting parties that execute obligations under this **AGREEMENT** about the restrictions relating to Confidential Information; and
- (6) require that all its agents, employees and contracting parties (including, in case of **VTEX**, any subcontractors) agree on the confidentiality obligation.

Notwithstanding any provision in contrary in this clause, **VTEX** is authorized to disclose Confidential Information to its employees, agents, affiliates and subcontracting parties that: (a) have real need (to be assessed in good faith) to have knowledge about such Confidential Information in order to execute the obligations under this **AGREEMENT**; and (b) have legal obligation of keeping the confidentiality of all the information (including of third parties) received by them while performing its obligations not less restricted than the confidentiality obligation that **VTEX** uses for protect its own information. **VTEX** shall arrange for the signature of a Non-Disclosure Agreement with all employees and third parties that act directly with the execution of this **AGREEMENT**, and the **CONTRACTING PARTY** shall do the same in respect to its employees and third parties. Each Party assumes total responsibility for acts and omissions of its contracting parties and employees regarding all Confidential Information.

13.3. Mandatory Disclosure. Subject to the remaining part of this clause 13, the **RECEIVING PARTY** may disclose Confidential Information as long as they are requested by law, tribunal order or governmental body. The **RECEIVING PARTY** shall use its best reasonable and commercial efforts for: (a) maintaining the confidentiality of the Confidential Information by notifying (as long as not prohibited by law) to the **DISCLOSING PARTY** that shall have the right to intervene in the process for contesting such disclosure; and (b) cooperate with the **DISCLOSING PARTY**, under **DISCLOSING PARTY**'s costs, to protect the confidentiality of such Confidential Information. The **DISCLOSING PARTY** (or any other person to whom such Confidential Information belongs) shall have the right to obtain a protection order or, in another manner, protect the confidentiality of such Confidential Information.

13.4. **Notification.** The **RECEIVING PARTY** shall notify as soon as possible the **DISCLOSING PARTY** in case of any suspicion, disclosure or loss of Confidential Information beyond what is allowed under this **AGREEMENT**.

13.5. **Return of Confidential Information.** Subject to the ordinary practice of maintaining backup of information for purposes of archive of each Party, and as long as expressly authorized by the other Party, in case of termination or end of this **AGREEMENT**, in whole or partially, or upon the **DISCLOSING PARTY**'s request at any moment, the **RECEIVING PARTY** shall promptly return or destroy, according to the **DISCLOSING PARTY**'s instructions, all and any Confidential Information and its respective copies, as long as the **RECEIVING PARTY** may keep one copy for use only in case of disagreement between the Parties arising from this **AGREEMENT** and as a necessary measure to comply with the law.

13.6. **Emergency Measure.** The **PARTIES** recognize that the breach or omission of the respective obligations under this clause 13 may, for its nature and serious implications, cause immediate and unrecoverable damages to the other Party that may not be properly compensated, and that, in eventual breach or omission in addition to all legal instruments and equity, the damaged Party shall have the right to request an emergency measure for any tribunal within the competent jurisdiction without the need to prove real damages or provide bail or any other guarantee. If a tribunal of the competent jurisdiction believes that any of the Parties of this **AGREEMENT** contributed for the breach or omission (or tried or threatened) of such obligations, the Party that caused the damage agrees in not opposing any mandatory order issued by the tribunal within the competent jurisdiction.

13.7. **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.

## 14. GENERAL PROVISIONS

14.1. The **PARTIES** agree that these "**GENERAL CONDITIONS**", together with the "**SPECIFIC CONDITIONS – ORDER FORM**" constitute the entire agreement between the **PARTIES** in relation to the issues dealt with herein, prevailing over any and all understandings, whether oral or written, and other notices between the **PARTIES** in relation to the subject contemplated herein, and may be amended only by means of written consent of the **PARTIES**.

14.2. The **AGREEMENT** does not constitute a company, an association, a joint venture, a partnership or another formal business relationship or an entity of any nature, nor does it constitute an obligation to create any of such relationship or entities. Each **PARTY** will act in the capacity of independent contractor, and not as representative of another **PARTY** for any purpose.

14.3. If any of the **PARTIES** fails to require within the due time the fulfillment of any provisions of the **AGREEMENT**, or of any rights related to them, or fails to exercise any right provided for herein, this will not be considered novation or waiver of such provisions, rights or entitlements, and will not affect by any means whatsoever the validity of the **AGREEMENT**.

14.4. The rights related to the **AGREEMENT** cannot be transferred or assigned, in the whole or in part, to third parties, except under the hypotheses provided for in this instrument, pursuant to written authorization from the **PARTIES**.

14.5. This **AGREEMENT** is executed on an irrevocable basis, binding the **PARTIES**, heirs and successors at any title.

14.6. 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.

14.7. This **AGREEMENT** is executed on a non-exclusive basis, and thus, the **PARTIES** are free to execute similar agreements with third parties or any other type of agreement with the same purpose and object.

14.8. The **AGREEMENT** is executed on an irrevocable and irreversible basis in all its terms, clauses and conditions.

14.9. Each **PARTY** undertakes not to contract, solicit or even make any job proposal to an employee or any service provider of the other **PARTY**, and not to encourage an employee or a service provider of the other **PARTY** to terminate its agreement with such **PARTY** during the term of the **AGREEMENT** and for a twenty-four (24) month term after its termination or rescission, under the penalty of being compelled to pay the other **PARTY** a penalty in the amount equivalent to twelve (12) times the amount of the latest remuneration received by the professional, unless there is an express authorization from the relevant **PARTY**.

14.10. All notices under the Agreement must be in writing and personally delivered, or sent by facsimile or by registered or by certified mail to the address listed on the associated Order Form. Notices will be deemed delivered: i) at the time of personal delivery to a representative of the Parties; ii) when sent by facsimile; iii) at the end of the third (3<sup>rd</sup>) business day when sent by international courier services; or iv) or, mailed by registered or certified mail, notices will be effective

when received or when delivery is refused – in this case, a copy of the notification shall be sent to the addressee under the terms of i), ii) or iii) above. Either party may change the address to which notices to it are to be sent by giving notice of such change to the other party.

14.11. **CONTRACTING PARTY** undertakes to include **VTEX**'s signature, in the form of its logo, containing a hyperlink to its website, in all items accessible to the users of **VTEX** software during the term of the **AGREEMENT**.

14.12. **VTEX**, its representatives or employees do not maintain any employment relationship with the **CONTRACTING PARTY**. Therefore, the **CONTRACTING PARTY** is not subject to any rights or obligations arising from labor legislation in respect to **VTEX**'s employees, collaborators or subcontractors, nor arising from labor accidents, no matter where they took place. Thus, **VTEX** liability is solely and exclusively for the taxes or liens of social security and/or labor nature deriving from this **AGREEMENT** related to the personnel to be employed in the performance of the **SERVICES**. The **CONTRACTING PARTY** is not liable, not even severally or in a subsidiary manner, for eventual breach of such obligations, as long as **VTEX** has not been part to the dispute and has been promptly informed in order to take the necessary measures. In case the **CONTRACTING PARTY** is condemned, **VTEX** shall pay the due amount directly, or anticipate the amounts, however, if any of these hypothesis is possible, **VTEX** shall reimburse the **CONTRACTING PARTY** within two (2) business days of the request by the **CONTRACTING PARTY**, of all the amounts that have been paid in regard to an eventual condemnation.

14.13. This **AGREEMENT** prevails and substitutes all and any previous understandings about the same object.

14.14. This Agreement will be governed by the laws of the State of New York as applied to agreements between two residents of the State of New York without regard to its conflicts of laws principles. The parties submit to the personal jurisdiction of, and waive any objection to the jurisdiction of, the United States District Court for the Southern District of New York, and the state courts of the State of New York in New York County, New York.

14.15 The obligations of a party will be temporarily suspended in the event of any act of God or other event not reasonably within the control of the party ("Force Majeure Event") and will remain suspended for the duration of the Force Majeure Event. If a party's performance is suspended by a Force Majeure Event for a period exceeding 90 days, the other party may, at its option, terminate this Agreement. Except for payments of outstanding balances when due, neither party will be liable for any damages or penalties for delay in performance when such delay is due to a Force Majeure Event.