DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms a part of the Master Services Agreement found at https://vtex.com/us-en/agreements/ unless the Contractor has entered into a superseding written Master Services Agreement with VTEX, in which case, it forms a part of such written agreement. Together, the Master Services Agreement and the Order Form - Commercial Proposal, are referred to as the "**Agreement**".

By signing the DPA, the Contractor enters into this DPA on behalf of itself and, to the extent that applicable Data Protection Laws require so, on behalf of any Contractor Affiliate (defined below) that is a third-party beneficiary under the Agreement. For the purposes of this DPA only, and except where indicated otherwise, the term "**Contractor**" shall include the Contractor and those Contractor Affiliates required by applicable Data Protection Laws to enter into a DPA with VTEX. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, VTEX may Process certain Personal Data (such terms defined below) on behalf of Contractor and where VTEX Processes such Personal Data on behalf of Contractor the Parties agree to comply with the terms and conditions in this DPA in connection with such Processing of Personal Data.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Exhibit A and B (including Exhibit B.1 and Exhibit B.2).
2. Contractor declares to be aware of the clauses foreseen in this DPA when signing the Order Form - Commercial Proposal.

HOW THIS DPA APPLIES TO CONTRACTOR AND ITS AFFILIATES

If the Contractor entity signing this DPA is the Contractor under the Agreement, this DPA is an addendum to and forms part of the Agreement. If the Contractor Affiliate is a contractual party to this DPA by effect of Section 8 below, this DPA is binding onto VTEX and this Contractor Affiliate. In such a case, references to "VTEX" in this DPA shall mean the VTEX entity that is party to the Agreement.

If the Contractor entity signing this DPA has executed an Order Form - Commercial Proposal with VTEX or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form - Commercial Proposal and applicable renewal Order Form - Commercial Proposals, and references to "VTEX" in this DPA shall mean the VTEX entity that is party to such Order Form - Commercial Proposal.

1. DEFINITIONS

For the purposes of this DPA, any terms in capitalised letters that are not defined below or otherwise in this DPA, will have the meanings given to them in the Agreement.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Authorized Users**" means any person authorized by VTEX in writing to have control over VTEX Platform environment and any person who is given access by Contractor to VTEX Platform environment in accordance with the requirements set out in the Agreement.

"**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA, the Controller is the Contractor (as defined in the Agreement) and/or any Contractor Affiliate.

"**Contractor Affiliate**" means any of Contractor's Affiliate(s) (a) (i) that are subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Contractor and VTEX, but have not signed their own Order Form - Commercial Proposal and are not a "Contractor" as defined under the Agreement, (b) if and to the extent VTEX processes Personal Data for which such Affiliate(s) qualify as the Controller.

"**Contractor**" means the entity that is the contracting party to the Agreement and that is signing this DPA, on behalf of itself and on behalf of any and all Contractor Affiliates, as the case may be.

"**Contractor Data**" means all data and information submitted by Authorized Users to the Services and includes message text, files, comments and links, excluded Non-VTEX Products. Contractor Data does not include any Personal Data relating to Authorized Users received for the purposes of authorising access to the Services, or the representatives of the Contractor or Contractor Affiliates in connection with execution and administration of the Agreement or this DPA, which Personal Data VTEX processes as a controller.

"**Data Protection Laws**" means (i) the GDPR, (ii) any legislation in force from time to time in any Member State of the European Union or the European Economic Area, Switzerland and the United-Kingdom relating to privacy or the processing of personal data, including the UK Data Protection Act 2018 and the Swiss Federal Data Protection Act 1992; and (iii) any guidance or statutory codes of practice issued or adopted by any Supervisory Authority or other applicable data protection authority or the European Data Protection Board in relation to such legislations, in any case as applicable to the Processing of Personal Data under the Agreement and as updated, amended, replaced or superseded from time to time.

"**Data Subject**" means the identified or identifiable natural person to whom the Personal Data relates.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**Personal Data**" means any Contractor 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.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

"**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 or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller. For the purposes of this DPA, the Processor is VTEX.

"**Security Practices Data Sheet**" means VTEX Security Practices Data Sheet, as updated from time to time, and currently accessible at https://compliance.vtex.com/policies/security-practices.

"**VTEX**" means the VTEX entity which is a party to this DPA, as specified in the section "HOW THIS DPA

APPLIES TO CONTRACTOR AND ITS AFFILIATES" above.

"**VTEX Group**" means VTEX and its Affiliates engaged in the Processing of Personal Data.

"**Standard Contractual Clauses**" means:

a) the Standard Contractual Clauses approved pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as updated, amended, replaced or superseded by the European Commission, from time to time, which are hereby populated and entered into pursuant to this DPA, including any supplementary measures applicable thereto, as provided from time to time by a Supervisory Authority or the European Data Protection Board; or

b) where required from time to time by a Supervisory Authority or the European Data Protection Board for use with respect to any **Restricted Transfer** (as defined below), any other set of contractual clauses or other similar mechanism and any supplementary measures approved by such Supervisory Authority or by Data Protection Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or Data Protection Laws.

"**Sub-processor**" means any entity engaged by VTEX, including a member of the VTEX Group as a sub-processor, to Process Personal Data in connection with the Services.

"**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to Article 51 the GDPR and any similar regulatory authority responsible for the enforcement of Data Protection Laws (including the UK Information Commissioner's Office).

2. PROCESSING OF PERSONAL DATA

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data in the context of performance of the Agreement, Contractor is the Controller, VTEX is

the Processor and that VTEX will engage Sub-processors pursuant to the requirements set forth in Section 4 "Sub-processors" below.

2.2. Contractor's Processing of Personal Data. Contractor shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of Data Protection Laws.

Contractor shall have sole responsibility for the accuracy, quality, and lawfulness of Personal Data and the means by which Contractor acquired Personal Data. Contractor warrants that it has all necessary rights and needed consents from Data Subjects to share the Personal Data with VTEX and for VTEX to process the Personal Data as contemplated in the Agreement and this DPA.

2.3. VTEX's Processing of Personal Data. As Contractor's Processor, VTEX shall only Process Personal Data for the following purposes:

(i) Processing in accordance with the Agreement, including for the provision and maintenance of the Services;

(ii) Processing resulting from the use of the Services by Authorized Users ; and

(iii) Processing to comply with other reasonable and documented instructions provided by Contractor (e.g., via email or support tickets) that are consistent with the terms of the Agreement

(individually and collectively, the "**Purpose**").

VTEX acts on behalf of and on the instructions of Contractor in carrying out the Purpose. As a result, VTEX and any person acting under its authority or that of a VTEX Affiliate, who has access to Personal Data, shall not process that Personal Data except on instructions from the Contractor, unless required to do so by Union or Member State law. When processing Special Categories of Data as defined in Exhibit A or native Categories of Data with processes that were customized by the Controller or its commissioned actors, VTEX's responsibility is limited to the storage of this data. This DPA and the Agreement are Contractor's complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be requested separately in writing to VTEX.

2.4. Details of the Processing. The subject-matter of Processing of Personal Data by VTEX is described in the Purpose in Section 2.3. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1. Data Subject Requests. VTEX shall, to the extent legally permitted, promptly notify Contractor if VTEX receives any requests from a Data Subject to exercise their Data Subject rights under the Data Protection Laws in relation to Personal Data: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision making, as well as any other additional rights granted by the relevant Data Protection Laws to certain Data Subjects, as applicable (each, a "**Data Subject Request**"). Taking into account the nature of the Processing, VTEX shall assist Contractor by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Contractor's obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent

Contractor, in its use of the Services, does not have the ability to address a Data Subject Request, VTEX shall, upon Contractor's instruction, provide commercially reasonable efforts to assist Contractor in responding to such Data Subject Request, to the extent VTEX is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Contractor shall be responsible for any costs arising from VTEX's provision of such assistance, including any fees associated with the provision of additional functionality(ies) .

4. SUB-PROCESSORS

4.1. Appointment of Sub-processors. Contractor acknowledges and generally agrees that (a) VTEX's Affiliates may be retained as Sub-processors through written agreement with VTEX and (b) VTEX and VTEX's Affiliates respectively may engage third-party Sub-processors, in connection with the provision of the Services.. As a condition to permitting a Sub-processor to Process Personal Data, VTEX (or a VTEX Affiliate acting as Sub-processor) will enter into a written agreement with each Sub-processor, containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor.

4.2. List of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors engaged by VTEX for the provision of the Services, including the identities of those Sub-processors and their country of location, is accessible via https://compliance.vtex.com/gdpr/policies/subprocessors ("**Sub- processor List**"). VTEX shall maintain an updated List of the Sub-processors before authorized to Process Personal Data in connection with the provision of the applicable Services.

5. SECURITY

5.1. Controls for the Protection of Personal Data. VTEX shall maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Personal Data in the context of the provision of the Services. VTEX's current measures are set forth in the Security Practices Data Sheet and may change from time to time to maintain compliance with this DPA and/or applicable Data Protection Laws. VTEX regularly monitors compliance with these measures. VTEX will not materially decrease the overall security of the Services during a subscription term.

5.2. Third-Party Certifications and Audits. VTEX has obtained the third-party certifications and audits set forth in the Security Practices Data Sheet. Upon Contractor's request, and subject to the confidentiality obligations set forth in the Agreement, VTEX shall make available to Contractor (or Contractor's independent, third-party auditor) information regarding the VTEX Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security Practices Data Sheet. Contractor may contact VTEX to request an on-site audit of VTEX's procedures relevant to the protection of Personal Data in the context of the Services, but only to the extent required under Data Protection Laws. Contractor shall reimburse VTEX for any time expended for any such on-site audit at the VTEX Group's then-current rates, which shall be made available to Contractor upon request. Before the commencement of any such on-site audit, Contractor and VTEX shall mutually agree upon the scope, timing, and duration of the audit and any

measures to protect the security of third party personal data or VTEX confidential information, in addition to the reimbursement rate for which Contractor shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by VTEX. Contractor shall promptly notify VTEX with information regarding any non-compliance discovered during the course of an audit, and VTEX shall use commercially reasonable efforts to address any confirmed non-compliance.

6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

VTEX maintains security incident management policies and procedures specified in the Security Practices Data Sheet. VTEX shall notify Contractor without undue delay of any Personal Data Breach of which VTEX becomes aware and which may require a notification to be made by VTEX to a Supervisory Authority or Data Subject under Data Protection Laws or which VTEX is required to notify to Contractor under Data Protection Laws. VTEX shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Breach and take commercially reasonable steps to remediate the cause to the extent the remediation is within VTEX's control. VTEX shall document any Personal Data Breach, comprising the facts relating to the Personal Data Breach, its effects and the remedial action implemented by VTEX, as long as the remediation is within VTEX's control.

7. RETURN AND DELETION OF PERSONAL DATA

Upon the latest of (i) termination or expiry of the Agreement or (ii) the date upon which VTEX ceases to provide the Services, VTEX shall, upon Contractor's request, and subject to the limitations described in the Agreement and the Security Practices Data Sheet, return all Personal Data in VTEX's possession to Contractor or securely destroy such Personal Data, and demonstrate to the satisfaction of Contractor that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Data or requires storage thereof. Contractor acknowledges that VTEX may comply with the above obligation by providing the interfaces necessary to the Contractor to retrieve the Personal Data by its own means. For clarification, data that is not available for self-service retrieval may incur additional charge(s) to be supported by Contractor.

8. CONTRACTOR AFFILIATES

8.1. Contractual Relationship. The parties acknowledge and agree that, by executing the DPA, Contractor enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of the Contractor Affiliates, thereby establishing a separate DPA between VTEX and each such Contractor Affiliate subject to the provisions of the Agreement and Section 8 of this DPA. The Contractor warrants that it has the power and authority to enter into the DPA on behalf of itself and, as applicable, in the name and on behalf of the Contractor Affiliates. Each Contractor Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Contractor Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Contractor Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and

conditions of the Agreement and this DPA by a Contractor Affiliate shall be deemed a violation by Contractor.

8.2. Communication. The Contractor that is the contracting party to the Agreement shall remain responsible for coordinating all communication with VTEX under the Agreement and this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Affiliates.

8.3. Rights of Contractor Affiliates. If a Contractor Affiliate becomes a party to the DPA with VTEX, it shall, to the extent required under Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1. Except where Data Protection Laws require the Contractor Affiliate to exercise a right or seek any remedy under this DPA against VTEX directly by itself, the parties agree that (i) solely the Contractor that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Contractor Affiliate, and (ii) the Contractor that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Contractor Affiliate individually but in a combined manner for all of its Contractor Affiliates together (as set forth, for example, in Section 8.3.2, below).

8.3.2. The parties agree that the Contractor that is the contracting party to the Agreement shall, if carrying out an on-site audit of the VTEX procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on VTEX by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Contractor Affiliates in one single audit.

9. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Contractor Affiliates and VTEX, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, VTEX's and its Affiliates' total liability for all claims from the Contractor and all of Contractor Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Contractor and all Contractor Affiliates, and, in particular, shall not be understood to apply individually and severally to Contractor and/or to any Contractor Affiliate that is a contractual party to any such DPA.

10. EUROPEAN SPECIFIC PROVISIONS

10.1. GDPR. VTEX Processes Personal Data in accordance with the GDPR requirements to the extent directly applicable to VTEX's provisioning of the Services.

10.1.1. Data Protection Impact Assessment. Upon Contractor's request, VTEX shall provide Contractor with reasonable cooperation and assistance needed to fulfill Contractor's obligation under the GDPR to carry out a data protection impact assessment related to Contractor's use of the

Services, to the extent Contractor does not otherwise have access to the relevant information, and to the extent such information is available to VTEX. VTEX shall provide reasonable assistance to Contractor in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

10.1.2. VTEX will notify the Contractor if it believes an instruction infringes the GDPR or other European Union or Member State Data Protection Laws.

10.1.3. Transfer Mechanisms - Onward transfers to Sub-processors. The Parties acknowledge that in providing the Services, VTEX will transfer Personal Data to Sub-processors that may be located in countries outside the EEA that are not deemed to offer an adequate level of data protection as defined by the GDPR, and in each case, where such transfer would be prohibited by the GDPR and/or EU Member States Data Protection Laws, in the absence of the Standard Contractual Clauses or other appropriate safeguards mandated by the GDPR and/or EU Member States Data Protection Laws (" **Restricted Transfer** "). The Contractor hereby authorizes VTEX to act as its agent as necessary to enter into Standard Contractual Clauses with such sub-Processors in the name of and on behalf of the Contractor to facilitate the arrangements as set out in this paragraph. In such instance, the Contractor shall be the "data exporter" and the Sub-processor(s) will be the "data importer(s)". Contractor acknowledges that the Sub-processor(s) may appoint sub-processors in accordance with Clause 11 of Exhibit C.

10.1.4. Instructions. VTEX will inform the Controller of any European Union or EU Member State law which requires VTEX to Process the Personal Data, including where no instruction are given in respect thereof by Contractor or which are conflicting to the instruction given by the Contractor).

10.1.5. Confidentially. VTEX will ensure that persons authorized to Process Personal Data are subject to an appropriate contractual or statutory obligation of confidentiality.

11. LEGAL EFFECT

This DPA shall only become legally binding between Contractor and VTEX when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Contractor has previously executed a data processing addendum with VTEX, this DPA supersedes and replaces such prior data processing addendum.

12. GOVERNING LAW

As established in Clause 9 - Governing Law of the Exhibit B.

List of Exhibits

● Exhibit A: Data Processing Terms

● Exhibit B: Standard Contractual Clauses

Location, date and signatures on the Order Form - Commercial Proposal

EXHIBIT A – Description of Processing Activities

This Section includes certain details of the processing of Contractor Personal Data as required by Article 28(3) GDPR:

Subject matter and duration of the processing of the Personal Data.

The subject matter of the Processing of the Contractor Personal Data are as set out in the Agreement and this DPA. Processing operations are carried out in the context of the performance of the Agreement for the provision and management of the Services by VTEX to Contractor.

The duration of the Processing is aligned to that of the Agreement.

The nature and purpose of the processing of the Personal Data.

The nature and purpose of the Processing of the Contractor Personal Data are as set out in the Agreement and this DPA. Processing operations are carried out for the purposes of the provision and management of the Services by VTEX to Contractor.

The categories of Data Subject to whom the Contractor Personal Data relates.

The categories of Data Subject may include some or all of the following:

- Contractor's personnel ;
- Contractor's end-users (clients)

The types of Contractor Personal Data to be processed.

The Contractor Personal Data Processed may include some or all of the following:

IP; Navigation Information
Cart Information; Order Information
Email; Phone number; Address
Document, Gift Card History
Name; Order History
Navigational Information; Unused Cart
Conversations; Sessions
Passwords; Generated Tokens; Sessions

The obligations and rights of the Contractor and VTEX.

The details of the obligations and rights of the Contractor and VTEX are as set out in the Agreement and this DPA.

EXHIBIT B

STANDARD CONTRACTUAL CLAUSES (PROCESSOR)

For the purposes of Article 26 (2) of Directive 95/46/EC for the transfer of data to processors established in third countries which do not ensure an adequate level of data protection.

Data exporter: "Contractor", as defined in the Order Form - Commercial Proposal

Data importer: VTEX

each a "party", together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Exhibit B.1.

Location, date and signatures on the Order Form - Commercial Proposal

Clause 1 - Definitions

(a) *'personal data '*, *'special categories of data '*, *'process/processing '*, *'controller '*, *'processor '*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) *'the Data Exporter'* means the controller who transfers the personal data;

(c) *'the Data Importer'* means the processor who agrees to receive from the Data Exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and

the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the Data Importer or by any other subprocessor of the Data Importer who agrees to receive from the Data Importer or from any other subprocessor of the Data Importer personal data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the Data Exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 - Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Exhibit B.1 which forms an integral part of the Clauses.

Clause 3 - Third-party beneficiary clause

1. The data subject can enforce against the Data Exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the Data Importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the Data Exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the Data Exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the Data Exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4 - Obligations of the Data Exporter

The Data Exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the Data Exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the

Data Importer to process the personal data transferred only on the Data Exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the Data Importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Exhibit B.2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the Data Importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the Data Exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Exhibit B.2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the Data Importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5 - Obligations of the Data Importer

The Data Importer agrees and warrants:

(a) to process the personal data only on behalf of the Data Exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Data Exporter of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Data Exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Data Exporter as soon as it is aware, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Exhibit B.2 before processing the personal data transferred;

(d) that it will promptly notify the Data Exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the Data Exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the Data Exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the Data Exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Data Exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Exhibit B.2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the Data Exporter;

(h) that, in the event of subprocessing, it has previously informed the Data Exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the Data Exporter.

Clause 6 - Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the Data Exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the data subject may issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The Data Importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the Data Exporter or the Data Importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the Data Exporter or the Data Importer, unless any successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7 - Mediation and jurisdiction

1. The Data Importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the Data Importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the United Kingdom.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8 - Cooperation with supervisory authorities

1. The Data Exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the Data Importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the applicable data protection law.

3. The Data Importer shall promptly inform the Data Exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the Data Importer, or any subprocessor, pursuant to paragraph 2. In such a case the Data Exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9 - Governing Law

The Clauses shall be governed by the law of the Member State in which the Data Exporter is established.

Clause 10 - Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11 - Subprocessing

1. The Data Importer shall not subcontract any of its processing operations performed on behalf of the Data Exporter under the Clauses without the prior written consent of the Data Exporter. Where the Data Importer subcontracts its obligations under the Clauses, with the consent of the Data Exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the Data Importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the Data Importer shall remain fully liable to the Data Exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the Data Importer and the subprocessor shall also provide for a third party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the Data Exporter or the Data Importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the Data Exporter is established.

4. The Data Exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the Data Importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the Data Exporter's data protection supervisory authority.

Clause 12 - Obligation after the termination of personal data processing

services

1. The parties agree that on the termination of the provision of data processing services, the Data Importer and the subprocessor shall, at the choice of the Data Exporter, return all the personal data transferred and the copies thereof to the Data Exporter or shall destroy all the personal data and certify to the Data Exporter that it has done so, unless legislation imposed upon the Data Importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the Data Importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The Data Importer and the subprocessor warrant that upon request of the Data Exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Location, date and signatures on the Order Form - Commercial Proposal

Exhibit B.1 to the Standard Contractual Clauses

Data Exporter

The Data Exporter is a Contractor of the Data Importer's communication and productivity software, services, systems and/or technologies.

Data Importer

The Data Importer is a provider of communication and productivity software, services, systems and/or

technologies.

Data Subjects

Data Exporter may submit personal data to the Data Importer through the Services, the extent of which is determined and controlled by the Data Exporter in compliance with applicable Data Protection Laws and which may include, but is not limited to, personal data relating to the following categories of data subject:

● Authorized Users;

● employees of Contractor;

● consultants of Contractor;

● contractors of Contractor;

● agents of Contractor;

● Contractors of Contractor; and/or

● third parties with which Customer conducts business.

Categories of Data

The personal data transferred concern the following categories of data: any personal data comprised in Contractor Data.

Special Categories of Data

Data Exporter may submit personal data to the Data Importer through the Services, the extent of which is determined and controlled by the Data Exporter in compliance with Applicable Data Protection Law and which may concern the following special categories of data, if any:

● photograph

● birth date

● gender

Processing Operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form - Commercial Proposal and may be subject to the following processing activities:

● storage and other processing necessary to provide, maintain, and update the Services provided to the Contractor;

● to provide Contractor and technical support to Contractor; and

● disclosures in accordance with the Agreement, as compelled by law.

Location, date and signatures on the Order Form - Commercial Proposal

Exhibit B.2 to the Standard Contractual Clauses

Technical and organisational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

The Data Importer has implemented and will maintain appropriate technical and organisational measures to protect the personal data against misuse and accidental loss or destruction as set forth in VTEX Privacy and Security Policies.

Location, date and signatures on the Order Form - Commercial Proposal