

## MASTER SERVICES AGREEMENT

### 1. PARTIES

**1.1. VTEX Ecommerce Platform Limited**, a company incorporated in England with registration number 10867517, having its registered office at 100 Avebury Boulevard, Milton Keynes, MK9 1FH, registered under Tax ID (VAT) GB278404189 ("**VTEX**"). The term "**Customer**" is defined in the commercial terms set out in Appendix 1. VTEX and the Customer have entered into this master services agreement and the order form set out in appendix 1 ("**Appendix 1**"), collectively referred to as the "**Agreement**".

### 2. PROVISION OF SERVICES AND VTEX OBLIGATIONS

**2.1.** VTEX shall provide the Customer with:

2.1.1. the ecommerce platform and solutions (the "**VTEX Platform**") that enable the Customer to create and manage its online store (the "**Customer Online Store**") and host the Customer Online Store on the VTEX Platform;

2.1.2. the online software applications and tools provided by VTEX from time to time as part of the Services (the "**Software**");

2.1.3. support services in accordance with the response times and priorities available at <https://help.vtex.com/faq/vtex-support-emea--5ePu2qkCfmE0IEKDFKg53F> (the "**Support Services**"); and

2.1.4. provide such other services as may be further set out in Appendix 1;

(together, the "**Services**").

**2.2.** VTEX shall:

2.2.1. provide the Services in accordance with reasonable care and skill, and applicable laws;

2.2.2. ensure availability of the Services in accordance with the service level agreement available at: [https://vtex.com/wp-content/uploads/2024/11/Service-Level-Agreement-EMEA\\_US\\_APAC.pdf](https://vtex.com/wp-content/uploads/2024/11/Service-Level-Agreement-EMEA_US_APAC.pdf) (the "**SLA**");

2.2.3. ensure that it has and will maintain all licenses and rights necessary to perform the Services under this Agreement;

2.2.4. ensure that the Services are provided in a manner that meets the requirements of ISO 27001 and VTEX confirms that it holds and will maintain such accreditation during the Term;

2.2.5. not, during the Term or after the termination or expiration of this Agreement, make disparaging statements, orally or in writing, about the Customer, the Customer's officers, directors, agents, employees, the terms of this Agreement, or the Customer's products or services;

2.2.6. co-operate with the Customer in all matters relating to the Services, within reasonable timeframes and instructions, when applicable;

2.2.7. ensure that it has and will maintain during the Term of this Agreement relevant Payment Card Industry ("**PCI**") certifications. VTEX is committed to ensuring the security of account data transmitted, processed and stored on its platform in accordance with PCI standards. Customers may access relevant certification information at any time via <https://vtex.com/us-en/compliance/certifications/>.

**2.3.** From time to time, VTEX may choose to make available beta services including new services and/or functionalities that are in their testing phase ("**Beta Services**"). The Customer's use of the Beta Services is entirely optional, solely at Customer's own risk and may be subject to specific additional terms that will be notified to the Customer before the Customer is provided access to such services.

### 3. CUSTOMER'S OBLIGATIONS

#### 3.1. The Customer agrees to:

3.1.1. provide VTEX with prompt co-operation and access to such information as may reasonably be required by VTEX including promptly responding to all communications made by VTEX to the Customer through the tickets opened on the VTEX Platform;

3.1.2. be solely responsible for operating, configuring and customizing the Customer Online Store through the administrative module of the VTEX Platform as well as for any content uploaded to it;

3.1.3. be solely responsible for any customisations or modifications to the VTEX Platform or the Customer Online Store by the Customer or any of its sub-licensees, sub-contractors or authorised third-parties;

3.1.4. on the Effective Date, provide to VTEX valid, up-to-date and complete details (including the Customer's legal entity name, tax identification information, address and/or copies of the Customer's articles of association, certificate of incorporation or equivalent) and keep such information up to date in the "Contacts" tab of the billing module on the VTEX Platform;

3.1.5. grant access to the VTEX Platform to users who reasonably require such access, at the Customer's discretion. The Sponsor User identified in Appendix 1 may grant access to the Customer's employees, implementation agents and/or independent contractors to use the VTEX Platform on behalf of the Customer ("**Authorized Users**"). Customer is responsible for Authorized Users' acts and omissions in connection with their use of the Services, and for their adherence to the terms of this Agreement.

3.1.6. prioritise integrating its Customer Online Store with Certified APPs, before integrating any other applications of similar functionality. The Customer may integrate apps other than Certified APPs at its own risk and shall be liable for any losses or damages arising from integration or use of apps other than Certified APPs;

3.1.7. not, during the Term or after the termination or expiration of this Agreement, make disparaging statements, orally or in writing, about VTEX, VTEX's officers, directors, agents, employees, the terms of this Agreement, or its products or Services;

3.1.8. not use the VTEX Platform or the Customer Online Store to: (i) display or transmit pornographic material of any kind; (ii) transmit material that is unlawful, misleading, libelous, abusive, fraudulent, threatening, harmful, grossly offensive, amounts to harassment or is 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 or other electronic messages ("**SPAM**"); (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 Customer's use of the Services; or (ix) offer or conduct illegal activities related to gambling, sweepstakes, raffles, lotteries, pyramid or similar schemes; (x) create an anonymous gateway; and/or (xi) violate any federal, state or local law or regulation. The Customer shall not attempt to hack, interfere with or attempt to hack any of the security measures in the VTEX Platform or the Customer Online Store;

3.1.9. it shall not publish the modules of the end-user database solution of the VTEX Platform ("**Master Data**") outside of the VTEX Platform or otherwise provide third-party access to **Master Data**. The Customer acknowledges that Master Data contains sensitive information. In the event that Customer publishes the Master Data or shares access to it with external users, it shall be solely responsible for the protection of information contained therein. The Customer agrees to use the Master Data in a reasonable manner. VTEX reserves the right to impose charges for excessive or irregular use of Master Data.

3.1.10. shall be responsible for any acts and omissions of Included Brands and Entities, and procure that Included Brands and Entities comply with the terms of this Agreement; and

3.1.11. shall ensure that it and its users keep secure their application keys, passwords and other access credentials in accordance with good industry practice during the Term of the Agreement. The Customer shall ensure that such keys, passwords or other credentials shall be changed on a regular basis and that each of its users shall keep those confidential.

3.2. The Customer recognizes that VTEX may publish or update the best practices for using and developing the VTEX Platform, and the Customer will make best efforts to keep it under said publications or updates.

#### **4. PRICE AND PAYMENT CONDITIONS**

4.1. In consideration of the provision of the Services, the Customer shall pay VTEX the fees set out in Appendix 1. The payment terms and conditions are set out in Appendix 1.

#### **5. VTEX LIMITATION OF LIABILITY**

5.1. Notwithstanding anything to the contrary in this Agreement, in no event shall VTEX be liable for any indirect, incidental, special, or consequential damages arising out of, relating to or in connection with this Agreement or any Services, including, but not limited to, loss of use, reputation, revenue, business, profit, goodwill or opportunity, loss or corruption of data, downtime costs, costs of any substitute services or claims of any third party (including clients or end users), in each case, regardless of whether such damages were foreseeable, whether VTEX was advised of the possibility of such damages, and the legal or equitable theory upon which the claim is based.

5.2. VTEX's maximum liability for any losses, damages, or warranty obligations arising under this Agreement shall be limited to actual direct damages incurred by Customer and shall not exceed an amount equal to 10% of the aggregate of the amounts paid by Customer for the Services during the 12 month- period immediately prior to the date the cause of action arose. If there is more than one (1) claim, during the twelve (12) month-period counted as of the loss suffered by the Customer, the value of the claims will be aggregated and limited to the liability cap established in this clause. Customer 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 applicable law and shall survive the termination or expiration of this agreement or the performance of any services to be rendered hereunder.

5.3. Except as expressly provided in this Agreement and to the fullest extent permissible under applicable law, the VTEX Platform, and all related software, information, technology, and services provided by or on behalf of VTEX are provided "as is," "as available," and without any representations or warranties of any kind, express or implied, and VTEX expressly disclaims any implied warranties of merchantability, fitness for a particular purpose (even if VTEX is advised of the purpose), accuracy and/or non-infringement.

5.4. Nothing in this Agreement shall exclude or limit a Party's liability for: (i) death or personal injury arising from its negligence; (ii) fraud or fraudulent misrepresentation; (iii) any failure by Customer to pay any fees due under the Agreement; or (iii) any other liability to the extent that such liability may not be excluded or limited as a matter of law.

5.5. Clause 5.3 does not limit the Customer's right to receive the Service Credits under the SLA.

#### **6. INTELLECTUAL PROPERTY**

6.1. VTEX owns all intellectual property rights in and to the VTEX Platform and the Customer Online Store (except for any Customer Content, further defined in clause 8), including, without limitation, any modification, new functionalities, and improvements made based on feedback from the Customer or any other clients. This Agreement only authorises the use of the Services by the Customer and the Included Brands and Entities specified in Appendix 1 (if any), and no other party. The Customer is prohibited from modifying or removing any VTEX trademark, or VTEX trade name where it is displayed on the VTEX Platform or the Customer Online Store. None of the provisions in this Agreement shall be construed as granting the Customer any rights to the VTEX trademark or trade name.

**6.2.** The Customer shall not seek to register any trademark or trade name that may cause confusion with VTEX's trademark or trade name.

**6.3.** The Customer may store its data in the database of the VTEX Platform and upload Customer Content to the Customer Online Store. Such data and Customer Content is the sole and exclusive property of the Customer. The Customer grants VTEX a licence to anonymise the Customer's data and use the data in an anonymised form to improve VTEX's products and services. The aggregated anonymous data set can be used to activate features such as benchmarks and report generation that can help the Customer understand data trends, as well as assist VTEX in assessing and improving its infrastructure.

**6.4.** The Parties hereby grant each other the right to use their respective trademarks and logos for the sole purpose of promoting the launch of the Customer Online Store. The Customer agrees, on VTEX's request, to participate in two recorded interviews per year to report on the success of the Parties' relationship. Such recordings may be published by either Party, subject to the other Party's prior written consent, such consent may not be unreasonably withheld, delayed or conditioned. If either Party remains silent for more than seven (7) business days, such silence shall be deemed as approval for the publication of the recordings. The Customer shall be responsible for including VTEX's logo and hyperlink in the footer of the webpages of the Customer Online Store.

**6.5.** VTEX grants Customer a worldwide, non-exclusive, non-sublicensable, non-transferable, license to use the VTEX Platform and the Software, in object code format, solely for the purposes of the Agreement, including to configure the Customer Online Store. The Customer may not reverse-engineer, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the VTEX Platform or the Software, except as permitted under the applicable law, and in such event, the Customer shall promptly notify VTEX in writing of any its intention to perform any such activities.

**6.6.** Upon termination of this Agreement, the Customer must immediately cease use of the VTEX Platform (including the Customer Online Store and Software). The Customer hereby agrees, at VTEX's request and election, to return all copies of the Software to VTEX in its possession or control or destroy them within thirty (30) days of such termination.

## **7. TERM AND TERMINATION**

**7.1.** This Agreement will become effective on the date of signature of Appendix 1 (the "**Effective Date**") and continue until terminated in accordance with its terms (the "**Term**"). Unless otherwise agreed in Appendix 1, the Services shall commence on the date on which the VTEX Platform is first made available to the Customer and shall remain in effect for the initial term set forth in Appendix 1 ("**Initial Term**"). Unless otherwise defined, the Agreement shall automatically renew for additional periods equal to the Initial Term ("**Renewal Term**") unless either Party gives the other at least ninety (90) days' prior written notice that it wishes to terminate the Agreement on the expiry of the Initial Term or the then current Renewal Term.

**7.2.** Either Party may terminate this Agreement if (i) the other Party commits a material breach of its obligations under this Agreement and in the event of a material breach which is capable of remedy, if the other Party fails to remedy the breach within thirty (30) days after receiving written notice specifying the breach and demanding it to be remedied; or (ii) the other Party becomes bankrupt, insolvent, enters into administration or receivership or is subject to an analogous event.

**7.3.** VTEX reserves the right to immediately, without liability to the Customer, terminate this Agreement or suspend all or part of the Services, as applicable if: (i) VTEX receives a notification from a competent authority determining that the Customer's content violates or infringes the intellectual property rights of any third party; or (ii) required to do so pursuant to applicable law or a decision of a competent authority.

**7.4.** VTEX reserves the right to immediately, without liability to the Customer: (i) limit the Customer's access to the administrative environment of the VTEX Platform if any VTEX invoice is past its due date; and/or (ii) terminate the Agreement if any VTEX invoice is sixty (60) or more days past its due date. Termination under this clause is without prejudice to VTEX's right to collect fees owed by the Customer up until the date of termination.

7.5. The termination or expiry of this Agreement does not affect any right or remedy that has accrued prior such termination or expiry, including the Customer's payment obligations in respect of Services provided by VTEX.

## 8. DEMANDS FROM THIRD PARTIES

8.1. The Customer acknowledges that VTEX has no control over the products or content displayed by or on behalf of the Customer (the "**Customer Content**") or third parties on the Customer Online Store. The Customer shall, following receipt of a notice, including from VTEX, regarding the use of content or an uncertified application that may infringe applicable law or third party rights, it shall promptly take all necessary actions to remove, modify or disable such content or application (as applicable) to avoid infringement. If the Customer fails to take the necessary actions, VTEX reserves the right to disable the affected content, product, service and/or uncertified application. If requested by VTEX, the Customer shall provide written confirmation of compliance with this clause 8. VTEX shall be authorised to provide a copy of such confirmation to any complainant or governmental authority, as applicable.

## 9. COMPLIANCE COMMITMENT

9.1. Each Party shall, and shall procure that its administrators, agents, representatives, and employees (as applicable), comply with VTEX's policies including VTEX's Code of Ethics and Conduct for Third Parties ("**Code of Ethics**") available at <https://vtex.com/us-en/compliance/> and the Anti- Corruption and Anti-Money Laundering Policies available at <https://vtex.com/us-en/compliance/policies-and-procedures/>.

9.2. Each Party confirms that it has at all times in the past and shall throughout the Term of this Agreement comply with all applicable laws and regulations relating to: (i) anti-bribery and anti-corruption, including the Bribery Act 2010; (ii) modern slavery, including the Modern Slavery Act 2015; and (iii) tax evasion and tax avoidance, including the Criminal Finances Act 2017. Each Party confirms that it has and shall maintain in place adequate procedures designed to prevent it, and persons associated with it, from committing offences under the applicable laws and regulations referred to in this clause 9, and that, if it becomes aware, or has reason to believe, that it has breached any of its obligations arising out of this clause 9, it shall notify the other Party immediately.

9.3. Any breach of the obligations contained in clause 9.2 or any applicable anti-corruption law shall be deemed a material breach of this Agreement, which cannot be rectified or remedied.

## 10. CONFIDENTIALITY

10.1. All information that is secret, or otherwise not publicly available, or is of a confidential or proprietary nature, disclosed by a party ("**Disclosing Party**") to another party ("**Receiving Party**") in connection with this Agreement, whether before or after the execution of this Agreement, in any form or medium, including, without limitation, information related to technology, technical or scientific data, plans, strategies, predictions, know-how, trade secrets, research, products, services, inventions (whether patentable or not), ideas, materials, processes, design, drawings, schemes, models, samples, computer programs, names and data of customers, employees or suppliers, as well as other tangible or intangible forms of information, regardless of whether such information is identified as confidential or not, shall be deemed to constitute "**Confidential Information**". Confidential Information excludes any information which (i) that is or becomes publicly known other than through a breach of this Agreement; (ii) can be shown from written records is independently developed by the Receiving Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction or disclosure; or (iv) was in the Receiving Party's lawful possession before the disclosure.

10.2. The Receiving Party may disclose Confidential Information where disclosure is required by law, by a court of competent jurisdiction, by a relevant tax authority or by a regulatory body with authority over its business, provided that the Receiving Party gives the Disclosing Party at least two (2) business days' notice of the disclosure.

10.3. The Receiving Party shall: (i) exercise the same level of care in handling the Confidential Information as it would with its own Confidential Information; (ii) notify the Disclosing Party immediately and in writing of any misuse or misappropriation of Confidential Information of which it becomes aware; and (iii) use Confidential Information



exclusively for the purposes of discussing, evaluating and performing its obligations under this Agreement.

**10.4.** VTEX may disclose the Customer's Confidential Information to its employees, agents, affiliates, and subcontractors who need to know the Confidential Information to enable VTEX perform its obligations under this Agreement, provided such persons are subject to confidentiality obligations that are no less onerous than the terms of this Agreement, and the Customer must do the same in relation to VTEX's Confidential Information with respect to its employees and third parties. Each Party assumes full responsibility for the acts and omissions of its customers, affiliates, employees and subcontractors that breach this clause 10.

**10.5.** Upon termination or expiration of this Agreement, or upon written request from the Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy, at the sole discretion of the Disclosing Party, all Confidential Information, any copies (including any copies made for archival purposes), and all documents and materials containing any part of the Confidential Information and ensure that its employees cease the use of Confidential Information.

**10.6.** Each Party acknowledges that a breach its obligations under this clause 10 may cause immediate and irreparable damage to the other Party for which there may be no adequate remedy at law, and that in the event of any actual or threatened breach, the Disclosing Party shall be entitled, without prejudice to its other rights and remedies, to apply for injunctive relief and such other and further relief as may be appropriate.

**10.7.** This clause 10 shall survive for 5 (five) years after termination or expiry of this Agreement.

## **11. PROTECTION OF PERSONAL DATA AND SECURITY**

**11.1.** Each Party shall comply with its obligations under the VTEX Data Processing Addendum (available at: <https://vtex.com/us-en/privacy-and-agreements/data-processing-addendum/>). For reference, VTEX Privacy Policy is available at: <https://vtex.com/br-pt/vtex-privacy-policy/>, and VTEX's Security Posture is available at <https://vtex.com/us-en/security/security-practices/>. These links may be updated from time to time, in which case VTEX will make them available to the Customer accordingly.

**11.2.** VTEX conducts periodic penetration testing and vulnerability scanning ("**Pentests**") of the VTEX Platform. Subject to VTEX's prior written consent and at its own expense, the Customer shall be authorized to perform Pentests on the VTEX Platform. Any results or reports of Pentests conducted by the Customer or any third party acting on the Customer's behalf shall be shared with VTEX and will be considered Confidential Information.

**11.3.** VTEX may immediately restrict access, either partially or completely, to the Customer Online Store and/or the Customer's VTEX Platform environment, if a Security Incident occurs in the Customer's environment, in order to maintain the security of the VTEX Platform and/or the Customer Online Store. VTEX shall provide the Customer, within twenty-four (24) business hours, with reasonable information on the relevant Security Incident.

**11.4.** "**Security Incident**" means any actual or reasonably suspected breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data or confidential information, or that may impair the availability of the Services, the integrity of VTEX's or the Customer's computers and applications of either of the Parties.

## **12. FORCE MAJEURE**

**12.1.** Neither Party shall be in breach of this Agreement or otherwise liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from a Force Majeure Event. In such circumstances, either Party may rely on the provisions of this clause 12 to be exempt from liability for non-performance, partial performance, defective performance or delay. If any such delay or failure continues for a period exceeding ninety (90) consecutive days, either Party shall have the right to terminate this Agreement with immediate effect by giving notice in writing to the other Party.

**12.2.** "**Force Majeure Event**" means any circumstance beyond the reasonable control of a Party including, without

limitation (a) acts of God such as flood, drought, earthquake or other natural disaster; (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; (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 licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour 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) non-performance by suppliers or sub-contractors (other than by companies in the same group as the party seeking to rely on this clause), such as, without limitation, an outage on AWS's services, where such non-performance also results from a force majeure event; (i) interruption or failure of utility service; or (j) criminal or unpredictable activities by third parties.

### 13. GENERAL PROVISIONS

**13.1. Entire Agreement.** This Agreement and the documents expressly referred to in it constitute the entire agreement between the Parties and supersedes any previous agreement, arrangement, representation or understanding (whether oral or written) between the Parties relating to its subject matter.

**13.2. Representations.** Each Party irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind this Agreement because of a breach of any warranty not contained in this Agreement, or any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently. Without prejudice to any Party's ability to seek injunctive or equitable relief, the only remedy available to each Party in relation to any breach of this Agreement shall be for damages for breach of contract under the terms of this Agreement.

**13.3. Variations to the Agreement.** No variation of this Agreement shall be effective unless it is in writing and signed by both Parties. In the event of inconsistency or ambiguity between the main body of this Agreement and Appendix 1, the terms set out in Appendix 1 shall prevail.

**13.4. Severability.** If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force. If any provision or part-provision of this Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree on a replacement provision that, to the maximum extent possible, achieves the intended commercial result of the original provision.

**13.5. Third Party Rights.** A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any term of this Agreement.

**13.6. Remedies.** Except as expressly provided in this Agreement, the rights, and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**13.7. No Waiver.** No delay or failure by either Party in enforcing its respective rights will prejudice or restrict the rights of the other Party, and no waiver of any such rights, or of any breach of any contractual terms, will be deemed to be a waiver of any other right or of any later breach. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**13.8. Non-exclusivity.** This Agreement is signed on a non-exclusive basis and, therefore, the Parties are free to enter into similar contracts with third parties or any other type of Agreement with the same purpose and object.

**13.9. Notices.** All notices under this Agreement must be made in writing and will be deemed delivered to the recipient: (i) at the time of personal delivery to a representative of the Parties; (ii) at the end of the third business day if sent by delivery services; or (iii) when received if sent by email or by registered or certified mail.

**13.10. Powered by VTEX.** The Customer shall prominently display the VTEX signature and logo "Powered by VTEX", containing a hyperlink to VTEX's website on all sites of the Customer Online Store accessible to Customer's

users.

**13.11. Independent Contractors.** VTEX is performing the Services as an independent contractor, and is not an employee, joint venture partner of or in partnership with the Customer. No Party shall have the authority to make any representation for or act as agent for, in the name of or on behalf of another Party in any way.

**13.12. Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**13.13. Territorial Expansion Addendum.** The Parties may include VTEX international entities and Customer international entities to this Agreement by signing a Territorial Expansion Addendum. The Parties agree that as of the date of execution of the Territorial Expansion Addendum the entities shall observe, comply with, and be bound by the provisions of this Agreement as if such entity were an original party to the Agreement, except for the variations set forth in such addendum. Each Territorial Expansion Addendum shall be considered a separate and binding agreement between the Parties.

**13.14. Non-assignment.** The rights under this Agreement may not be transferred or assigned, in whole or in part, except by mutual written agreement between the Parties. Notwithstanding the foregoing, VTEX is entitled to assign the billing obligations under this Agreement to one of its operating companies, in which case, no prior approval is necessary.

## 14. GOVERNING LAW AND ARBITRATION

**14.1.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and interpreted in accordance with the laws of England and Wales.

**14.2.** Any disputes or claims arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the then applicable Rules (the “**Rules**”) of the London Court of International Arbitration (the “**LCIA**”), which Rules are deemed to be incorporated by reference into this clause, subject to the additional terms below:

14.2.1. The appointment and number of arbitrators shall be determined in accordance with the Rules. The seat, or legal place, of arbitration shall be London.

14.2.2. The language to be used in the arbitration shall be English.

14.2.3. Unless the parties to the dispute agree otherwise, no Party shall be required to give general discovery of documents, but may be required only to produce specific, identified documents that are relevant to the dispute.

14.2.4. In the event multiple disputes arise and such disputes are of the type that are subject to resolution by arbitration under this clause, then, upon the request of either Party, such disputes shall, to the extent possible, be consolidated into one arbitration proceeding.

**14.3.** Notwithstanding the foregoing, nothing in this clause 14 shall prevent a Party from pursuing the following matters outside of the arbitration process:

14.3.1. obtaining injunctive relief to prevent the unauthorised use of intellectual property rights or Confidential Information;

14.3.2. suspending the provision to the Customer of all or a part of the Services due to the failure of the Customer to make all payments as and when required pursuant to the terms of this Agreement; or

14.3.3. pursuing amounts which are due and owing to VTEX and/or its Affiliates under this Agreement through litigation or other judicial process or other means of lawful debt collection that may be permitted in any



jurisdiction in which the Customer is located or in which VTEX and its Affiliates providing the Services are located.

**Location, date and signatures on Appendix 1**