MASTER SERVICES AGREEMENT

1. PARTIES

1.1. VTEX Ecommerce Platform Limited, a company incorporated in England (number 10867517), having its registered office at WeWork Aviation House, 125 Kingsway WC2B 6NH, 6NH, registered under Tax ID (VAT) GB278404189, hereinafter referred to as **"VTEX"** and, **"Customer"** as defined in the commercial proposal set out in Appendix 1, have entered in to this master services agreement and Appendix 1 (together, the **"Agreement"**).

2. OBJECT

2.1. VTEX shall provide the **Customer** with the services set out in **Appendix 1** ("**Services**"), and other appendixes, if applicable.

3. PRICE AND PAYMENT CONDITIONS

3.1. 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**.

4. Customer'S OBLIGATIONS

4.1. Without prejudice to the other obligations provided for in this **Agreement**, the **Customer** shall:
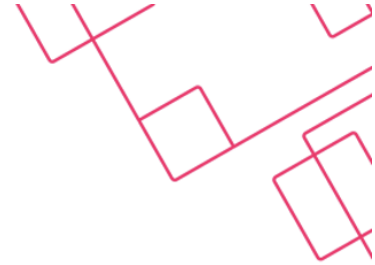
4.1.1. make the payments due under this **Agreement** in a timely manner, in accordance with the provisions of clause 3 and **Appendix 1**;

4.1.2. inform **VTEX** about any changes to your registration data. The absence of communication will result in VTEX validly using the data initially provided;

4.1.3. manage the operation of the **Services** provided by **VTEX** for e-commerce solutions ("**VTEX Platform**") and manage the launch and maintenance of the **Customer**'s online store through the administrative module provided by **VTEX**, provide support to the **Customer**'s representatives, website developers, administrators and / or by any person who may have access to the **VTEX Platform** and any other service, as well as being liable, with exclusivity, for their acts;

4.1.4. only use the **Services** in compliance with **VTEX**'s standard published policies (https://compliance.vtex.com) then in effect and all applicable laws and regulations. **Customer** hereby agrees to indemnify and hold harmless **VTEX** against any damages, losses, liabilities, settlements and expenses (including without limitation costs and legal fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from **Customer**'s use of **Services**.

4.1.5. only use the **VTEX Platform Application Programming Interface** ("**APIs**") for the purpose of generating requests for registration in the **VTEX Platform**'s *Order Management System* ("**OMS**"), the use of **APIs** for integration with other systems that generate orders outside the **OMS** of the **VTEX Platform** being prohibited, such as, but not limited to, the use of **APIs** by systems that integrate the *marketplace* with the ***Enterprise Resource***

Planning ("**ERP**") not registering the orders on the **VTEX Platform** and / or non-approved systems. The **Customer** shall not use the **APIs** for any other purpose.

4.1.6. Customer hereby understands and agrees that it shall be solely and exclusively responsible for its use and operation of the **VTEX Platform**, including, without limitation, for any and all customizations, features and / or functionalities it adds to the **VTEX Platform**. **Customer** further agrees that **VTEX** shall not be liable for any breaches to the SLA caused due to the implementation and operation of such functionalities, features and / or customizations, unless they were previously agreed by **VTEX** in writing.

4.1.7. Customer hereby declares that it shall not integrate **VTEX Platform** via API with partners who do not provide VTEX certified APPs.

5. VTEX'S OBLIGATIONS

5.1. VTEX shall:

5.1.1. use commercially reasonable efforts to provide the **Services**, including the processing infrastructure necessary for the **VTEX Platform**, in accordance with clause 6 of this **Agreement**.

5.1.2. keep the hosting infrastructure up-to-date with programs to protect against criminal or irregular actions by third parties.

6. SERVICE LEVEL (SLA)

6.1. Provided that the **Customer's** obligations are observed and fulfilled under this **Agreement**, **VTEX** shall use commercially reasonable efforts to provide **Customer** the **Services** in accordance with this clause:

Plan	SLA ("Service Level Agreement")
Enterprise	Equal or greater than 99.5% calculated monthly
Corporate	Equal or greater than 99.0% calculated quarterly
Business	Equal or greater than 98.5% calculated every six months
On Demand	Equal or greater than 98.5% calculated every six months
Administrative environment (/admin) – Valid for all plans	Equal or greater than 95.00% calculated monthly

6.2. VTEX will make commercially reasonable efforts to maintain the **VTEX Platform** according to the minimum percentages of monthly availability time ("**SLA**") described in the table in clause 6.1. The calculated period **SLA** of the **VTEX Platform** ("**Calculated SLA**") is calculated by subtracting from 100% the percentage of time that the **VTEX Platform** was "**Unavailable**", considering the time, in minutes, from 10 (ten) minutes of "unavailability".

6.2.1. "**Unavailable**" and "**Unavailability**" means that the **VTEX Platform** is inaccessible to all users. **Customer** can verify the unavailability by trying to access the standard **VTEX** store, which is on the same infrastructure, and check if it is available.

6.3. The following events are excluded from the **SLA** calculation:

6.3.1. failures in making online sales and / or overloading the hosting infrastructure due to changes in the settings of the **VTEX Platform** under the responsibility of the **Customer** or of a third party contracted by it;

6.3.2. In the event of any interruptions necessary for making technical adjustments or maintaining the **VTEX Platform**, **VTEX** shall use reasonable efforts to provide advance notice in writing of not less than 48 (forty-eight) hours. **VTEX** will not be obliged to inform the **Customer** in advance about interruptions in the **VTEX Platform** that are necessary in case of emergency, such as where the regular functioning of the **VTEX Platform** may be at risk, or a vulnerability is detected;

6.3.3. when carrying out any emergency interventions arising from the need to preserve the security of the **VTEX Platform**, aimed at preventing or stopping the work of hackers or aimed at implementing emergency and security corrections for the **VTEX Platform**;

6.3.4. suspension of the provision of the **Services** (i) by determination of a competent authority; (ii) due to non-compliance by the **Customer** of any clause of this **Agreement**; or (iii) receipt of a notification alleging that the Customer infringes third party intellectual property rights.

6.3.5. if the maximum daily limit of visitors accessing the **VTEX Platform** is exceeded, which shall correspond to twice the daily average of visitors of the last 60 (sixty) days, provided that the **Customer** has not communicated to **VTEX**, at least 72 (seventy-two) hours in advance, of any circumstance that may subject the **VTEX Platform** to an unusual demand load; and

6.3.6. cases of overload, **Unavailability** or slowness caused by the **Customer** or third party contracted by it via *WebService* (**API**), data import through the administrative environment, consultations external to its own services or third parties to the **VTEX** system. In this case, if necessary, **VTEX** may temporarily suspend the **Services**. An information flow 10 (ten) times greater than the average verified in the fifteen days prior to the occurrence will be considered overload.

6.3.7. instabilities of softwares and services outside of VTEX´s management, such as, without limitation, disruptions on core telecom network (DNS routing) or on AWS core services.

6.4. In the event of non-compliance with the **SLA**, a credit will be granted to the **Customer** ("**Service Credits**"), calculated by applying a percentage on the monthly fee paid by the **Customer** in the month of occurrence of

non-compliance with the **SLA** contracted according to the table below:

Calculated SLA	Service Credits Percentage
Between 0.01% and 1.00% below SLA for the contracted plan	10%
Greater than 1.00% below SLA for the contracted plan	20%

6.4.1. Service Credits will only be granted for future payments due by the **Customer** under this **Agreement**. **Service Credits** cannot be transferred or credited to any other agreement. The sole remedy for the **Customer** in relation to any **Unavailability** of the **VTEX Platform** will be the receipt of the **Service Credits**. The **Customer** and **VTEX** acknowledge that the Service Credits are a reasonable pre-estimate of the losses that the **Customer** may suffer as a result of, or in connection with, any Unavailability of the **VTEX Platform**.

6.4.2. To receive **Service Credits**, the **Customer** must open a call through the **VTEX** service system. The request must be received by the last day of the month following the month of unavailability. If the **Calculated SLA** in such a request is lower than the contracted **SLA**, **VTEX** will grant the **Service Credits** in the invoice for the month following the one in which the occurrence was determined.

7. VTEX LIMITATION OF LIABILITY

7.1. Subject to clause 7.2, **VTEX** shall not have any liability, whether arising out of breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, for:

7.1.1. direct, indirect, consequential or special losses;

7.1.2. loss of profits (whether actual or anticipated), business, business opportunities, revenue, turnover, reputation or goodwill, whether direct or indirect;

7.1.3. loss or corruption of data or information, whether direct or indirect;

7.1.4. loss of anticipated savings or wasted expenditure (including management time but excluding the fees);

7.1.5. losses resulting from (i) the activities carried out by **the Customer** on the **VTEX Platform;** or (ii) the content produced by the **Customer** on the **VTEX Platform**;

7.1.6. errors and / or interruptions in the **Services** caused by the use of the **VTEX Platform** combined with *software* or in conjunction with components, interfaces, *hardware* and / or environments not provided by **VTEX**;

7.1.7. losses arising from **Force Majeure Event** as set out in clause 13 of this **Agreement**;

7.1.8. violations of data or information resulting from (i) acts of employees, agents or persons authorised by the

Customer to operate the **VTEX Platform**, or (ii) criminal or irregular actions by third parties that cannot be avoided because they are outside the limits of predictability when they occur;

7.1.9. any inability of the **Customer** to use the **Services** as a result of (i) termination or suspension of this Agre**ement**; (ii) discontinuation, by **VTEX**, of some functionalities of the **VTEX Platform**; and (iii) service requests that are not required by **VTEX**;

7.1.10. any investments, expenditures or commitments assumed by the **Customer** in relation to this **Agreement** or with the use by the **Customer** of the **Services**; and

7.1.11. damage related to any unauthorised access to the **VTEX Platform**, as well as modification, exclusion, destruction, damage, loss or failure to store any content or data of the **Customer**.

7.2. VTEX's total aggregate liability under or in connection with this **Agreement**, whether or not foreseeable or in the contemplation of the parties and whether arising out of breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, will be limited to 10% (ten percent) of the total amount paid by the **Customer** to **VTEX**, in accordance with the provisions of **Appendix 1**, during the 12 (twelve) months immediately preceding notice of the loss suffered by the **Customer**. If there is more than 1 (one) claim during the 12 (twelve) months immediately preceding notice of the loss suffered by the **Customer**, the claims will be amalgamated but limited to 10% (ten percent) of the total amount paid by the **Customer** to **VTEX**, in accordance with the provisions of **Appendix 1**.

7.3. For clarification purposes, the limitation of liability provided for in clause 7.2 in no way shall be understood as a limitation of the Customer's rights to the Service Credits provided for in clause 6.4.

8. INTELLECTUAL PROPERTY

8.1. VTEX owns all intellectual property rights over the **VTEX Platform**, including, without limitation, eventual developments, new functionalities and improvements done based on comments and suggestions of the **Customer** or any other clients.This **Agreement** only authorises the use of the **Services** by the **Customer**. **VTEX** warrants that it has the necessary rights to authorize the use of the **VTEX Platform** by the **Customer**. The **Customer** cannot modify or remove any **VTEX** trademark, or **VTEX**'s trade name, from the places where it appears on the **VTEX Platform**. No provision in this **Agreement** shall be deemed to have granted to the **Customer** any right over the **VTEX** trademark, or **VTEX**'s trade name.

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

8.3. The **Customer** may store data in the database of the **VTEX Platform**. Such data is the sole and exclusive property of the **Customer**, and the **Customer** authorises **VTEX** to anonymise the **Customer's** data and use the data in an anonymised form to help improve **VTEX's** products and services. The aggregated anonymous data set can be used to activate features such as benchmarks and publications that can help understand data trends, as well as to assist **VTEX** in sizing its infrastructure.

8.4. The **Customer** hereby authorises **VTEX** to use its name, brand, trademark and image (**"Image"**) to publicise any activities related to the provision of the Services, including, without exclusion, the launch of the online store and

publishing of business cases, provided that **VTEX** may not use the **Image** in provenly detriment to the **Customer**.

9. TERM AND TERMINATION

9.1. This Agr**ement** enters into force on the date of signature of **Appendix 1**, remaining in effect for the period stipulated in **Appendix 1** ("**Term**") or such earlier termination in accordance with this clause 9.

9.2. This Agr**ement** may be terminated by either party at any time, provided that, in the event of termination by **VTEX**, the **Customer** is notified by **VTEX** in writing at least 150 (one hundred and fifty) days in advance and, in case of termination by the **Customer**, **VTEX** is notified by the **Customer** in writing at least 60 (sixty) days in advance.

9.3. VTEX may also, at its sole discretion and at any time, immediately terminate this **Agreement** if:

> **9.3.1.** it reasonably believes that the **Customer** is not using the **Services** strictly in accordance with this **Agreement** and with **VTEX**'s standard published policies (https://compliance.vtex.com), or if the **Customer** is using spam (sending e-mail or any other type of unauthorised electronic message to carry out unsolicited advertising, or for any other purpose, which may give rise to a complaint by its recipients);

> **9.3.2.** the **Customer** fails to make payment in accordance with this Agr**ement** and does not remedy that failure after being given ten (10) days' written notice requiring it to make payment; or

> **9.3.3.** the **Customer** challenges, directly or indirectly, itself or in collaboration with third parties, **VTEX**'s trademark or trade name or its related registrations.

9.4. Either party may terminate this **Agreement** if the other party commits any material breach of its obligations under this **Agreement**:

> **9.4.1.** in the case of a material breach which is capable of remedy, the other party fails to remedy it after being given fifteen (15) days' written notice specifying the breach and requiring it to be remedied; or

> **9.4.2.** in the case of a material breach which is incapable of remedy, immediately by notice in writing to the other party.

9.5. VTEX may suspend the Services temporarily and immediately in the event that it receives a notification alleging that the Customer's content violates or infringes the intellectual property rights of third parties, without said suspension implying any payment or compensation for the Employer or account for the calculation of the Verified SLA, according to clause 6.3.4.

The termination or expiry of this **Agreement** does not affect any right or remedy that has accrued prior to the date of termination, including payment by the **Customer** of any installment due in respect of **Services** provided by **VTEX**.

9.6. This **Agreement** may also be immediately terminated by either **Party**, for a just cause and regardless of any judicial or extrajudicial notices, in the event of (i) impossibility of continuing to perform the **Agreement** as a result of legal or regulatory prohibition; or (ii) bankruptcy, judicial or extrajudicial recovery, dissolution or judicial or extrajudicial liquidation of any of the **Parties**, requested or ratified.

10. DEMANDS FROM THIRD PARTIES

10.1. The **Customer** assumes the sole responsibility for the products and / or services it offers on the **VTEX Platform**, as well as for compliance with consumer protection rules, recognises that under no circumstances will **VTEX** be liable for any damages or claims made by third parties harmed in reason for the activities carried out on the **VTEX Platform**, and undertakes to take all necessary measures to exclude **VTEX** from the liability of eventual actions, being responsible for all costs and expenses, including attorney's fees, and the payment of eventual judicial determination.

11. CONFIDENTIALITY

11.1. All information disclosed by a party ("**Disclosing Party**") to another party ("**Receiving Party**") as a result of the **Services**, before or after the execution of this Agre**ement**, by any means, including, without limitation, information related to technology, technical or scientific data, plans, strategies, predictions, know-how, trade secrets, research, products, services, inventions (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 or not, will be hereinafter referred to as "**Confidential Information**". **Confidential Information** excludes any information which: (i) is required to be disclosed by law, by order of any court or by any government agency; (ii) that is or becomes publicly known other than through a breach of this **Agreement**; (iii) is independently developed by the **Receiving Party** and that independent development can be shown by written evidence; (iv) is lawfully disclosed to the **Receiving Party** by a third party without restriction or disclosure; or (v) was in the **Receiving Party's** lawful possession before the disclosure.

11.2. The **Receiving Party** agrees to: (i) treat **Confidential Information** with, at least, the same degree of care with which it treats 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 the **Services**.

11.3. VTEX may disclose **the Customer's Confidential Information** to its employees, agents, affiliates and subCustomers who need to be aware of the **Confidential Information** to perform the obligations contained in 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 and employees that breach this clause.

11.4. The **Receiving Party** shall return to the **Disclosing Party** or destroy, at the sole discretion of the **Disclosing Party**, all **Confidential Information**, any copies (such as backing up information for archival purposes), and all documents and materials containing any part of the **Confidential Information**, as well as cease and ensure that its employees cease the use of **Confidential Information**, immediately after the termination or expiration of this **Agreement** or upon written request from the **Disclosing Party** to this effect. Notwithstanding the destruction or return of **Confidential Information**, the **Receiving Party** will continue to be bound by its obligations under this **Agreement**.

11.5. The parties recognise that the breach or omission of the respective obligations resulting from this clause may cause immediate and irreparable damage to the other party that cannot be adequately compensated, and that, in the eventual breach or omission and in addition to all other legal or equity solutions, the affected party shall have the right to request preventive measures from any competent court or jurisdiction, without the need to prove actual damage or

collateral or other security.

11.6. This clause 11 shall survive 5 (five) years after termination of this **Agreement**.

12. PROTECTION OF PERSONAL DATA

12.1. The following terms, when used in this **Agreement**, shall have the following meanings:

"**Customer Personal Data**" means the **Personal Data** provided by **Customer** to **VTEX** for processing, as further described in Paragraph 2 of **Appendix B**.

"**Data Protection Laws**" shall mean (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**"); (ii) any applicable legislation in force from time to time in Ireland which implements or is related to the European Community's Directive 2002/58/EC (including but not limited to the Privacy and Electronic Communications (EC Directive) Regulations 2003); (iii) any other legislation in force from time to time relating to privacy or the processing of personal data, including the UK Data Protection Act 2018; and (iv) any guidance or statutory codes of practice issued or adopted by any applicable data protection authority or the European Data Protection Board in relation to such legislation.

12.2. References to "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**process**", "**Processor**", "**Supervisory Authority**" and "**Special Categories of Personal Data**" will each have the meaning given to them in the **GDPR**.

12.3. To the extent that **VTEX** processes any **Customer Personal Data** in the course of providing the **Services**, the parties shall comply with their obligations under the VTEX Data Processing Addendum (https://compliance.vtex.com) executed by the **Parties** on or about the date of this **Agreement**.

13. FORCE MAJEURE

13.1. Except for the **Customer's** obligation to make payment, neither party shall be in breach of this **Agreement** or otherwise liable for any delay or failure to perform obligations under this **Agreement** if the delay or failure results from a **Force Majeure Event**. In such circumstances either party may rely on the provisions of this clause 13 for exemption from liability for non-performance part performance defective performance or delay and in the event that any such delay or failure continues for a period in excess of 90 consecutive days either party shall have the right to terminate this Agre**ement** with immediate effect by giving notice in writing to the other party.

13.2. "**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation (a) acts of God, flood, drought, earthquake or other natural 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 or pandemic; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary 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 subCustomers (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; and (i) interruption or failure of utility

service.

14. GENERAL PROVISIONS

14.1. This **Agreement** constitutes the entire agreement between the parties, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter.

14.2. Each **Party** agrees that in entering into this **Agreement**, all statements, representations, warranties and undertakings on which it relies are incorporated into this Agre**ement** and it does not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty or undertaking (whether negligently or innocently made) of any person (whether **Party** to this **Agreement** or not) (in each case whether contractual or non-contractual) which is not expressly set out in this **Agreement**. Without prejudice to any other provision of this **Agreement** limiting the remedies available to either **Party**, each **Party** agrees that it will have no remedy in relation to this **Agreement** for innocent or negligent misrepresentation, negligent misstatement or mistake based on any statement in or made in relation to this **Agreement**. 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**.

14.3. 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.

14.4. 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 Agre**ement** is deemed deleted under this Clause, the **Parties** shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

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

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

14.7. The fact that any of the parties fails to exercise, or delays in the exercise of, any right or remedy under this **Agreement** will not be considered a waiver of that or any other right or remedy, and nor shall it preclude or restrict the **further** exercise of that or any other right or remedy or affect the validity of this **Agreement**. 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.

14.8. The **Customer** may not transfer, assign, charge, sub-contract, declare a trust over or deal in any other manner, in whole or in part, with all or any of its rights and obligations under this **Agreement** to third parties without the written consent of **VTEX**.

14.9. The **Customer** hereby authorises **VTEX** to share the **Customer'**s data with **VTEX**'s partners for the purpose of developing the **Services**.

14.10. 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.

14.11. All notices under this **Agreement** must be made in writing and will be deemed delivered to the recipient:

> **14.11.1.** if delivered by hand, at the time of delivery;

> **14.11.2.** if sent by means of an internationally recognised courier, at 4.30 pm on the third business day following dispatch; or

> **14.11.3.** if sent by email, upon receipt confirmation, provided that a copy of the notice is also sent to the recipient in accordance with clauses 14.11.1 or 14.11.2.

14.12. The parties declare and guarantee that they know and understand the anti-corruption laws, committing themselves to (i) not perform acts harmful to the national or foreign public administration, as well as refraining from promising, offering, giving, directly or indirectly, by itself or by an interposed third party, undue advantage to a national or foreign public agent, or the third person related to it; (ii) implement adequate guidelines and controls aimed at preventing and correcting deviations, in order to comply with and ensure that its administrators, employees, Customers and other representatives comply with the provisions of the anti-corruption laws; and (iii) evidence, at the request of the other party, the effectiveness of these guidelines and controls.

14.13. The **Customer** shall insert the **VTEX** signature ("Powered by VTEX"), in the form of its logo containing a hyperlink to its website, in all items accessible to users of the **VTEX Platform**.

14.14. VTEX is performing the **Services** as an independent Customer, is not an employee, joint venturer or partner of the **Customer**. No **Party** shall have authority to make any representation for or act as agent for, in the name of or on behalf of another **Party** in any way.

14.15. 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.

15. GOVERNING LAW AND ARBITRATION

15.1. 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.

15.2. Disputes or claims, including any question regarding their 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.

> **15.2.1.** The appointment and number of arbitrators shall be made and determined in accordance

with the Rules. The seat, or legal place, of arbitration shall be London.

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

15.2.3. 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.

15.2.4. 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 any **Party**, such disputes shall be consolidated into one arbitration proceeding to the greatest extent possible.

15.3. Notwithstanding the foregoing, nothing in this clause 15 shall prevent a **Party** from pursuing the following matters outside of the arbitration process:

15.3.1. obtaining injunctive relief to prevent the unauthorised use of intellectual property rights or

Confidential Information;

15.3.2. 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

15.3.3. 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

Appendix 2

Data Processing Terms

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

Subject matter and duration of the processing of the Personal Data. The subject matter and duration of the **Processing** of the **Customer Personal Data** are as set out in this Agre**ement**.

The nature and purpose of the processing of the Personal Data. The nature and purpose of the **Processing** of the **Customer Personal Data** are as set out in this Agre**ement**.

The categories of Data Subject to whom the Customer Personal Data relates. The categories of **Data Subject** may include some or all of the following:

● Please consult our Data Processing Addendum (https://compliance.vtex.com)

The types of **Customer Personal Data** to be processed. The **Customer Personal Data Processed** may include some or all of the following attributes:

● Please consult our Data Processing Addendum (https://compliance.vtex.com)

The obligations and rights of the **Customer**. The obligations and rights of the **Customer** are as set out in this Agre**ement**.