

STANDARD TERMS AND CONDITIONS TO CROSS BORDER SERVICES AGREEMENT

1. Definitions. The following capitalized terms shall have the meanings set forth below:

- 1.1. “Applicable Law”** means all applicable local, state, federal and international laws and regulations in connection with a party’s performance under this Agreement, including without limitation the export laws, restrictions and regulations of the United States and the import laws of the Territory.
- 1.2. “Customers”** means third parties who purchase the Merchandise through the Site.
- 1.3. “Documentation”** means user manuals, assembly instructions, and other documentation provided in connection with Merchandise for use by Customers who purchase such Merchandise.
- 1.4. “Intellectual Property Rights”** means all copyrights, trademarks (including all goodwill associated therewith), trade secrets, patents, moral rights, industrial rights and all other intellectual, proprietary and other rights, including without limitation, (a) all rights, whether existing now or in the future, whether statutory or common law, whether subject to protection under statute, regulation or common law, in any jurisdiction in the world, together with all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisionals, reissues, substitutions and reexaminations); (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions); and (c) all rights to sue for all past, present and future infringements or other violations of any of the foregoing rights, and the right to settle and retain proceeds from any such actions.
- 1.5. “Liability”** means any claims, suits, actions, losses, penalties, fines, expenses (including reasonable attorney’s fees and litigation costs), damages and other liability.
- 1.6. “Materials”** means the Documentation, text, images, photographs, video and all other content and materials provided by Merchant to Meli Technology, including the content and product information and marketing materials which are provided by or for Merchant to Meli Technology in connection with the Merchandise.
- 1.7. “MercadoLibre”** means the operator of the Site.
- 1.8. “Merchandise”** means Merchant’s goods, products and offered for sale to consumers from the Site under this Agreement.
- 1.9. “Prohibited Merchandise”** means goods, products or merchandise that are (a) prohibited by Applicable Law to be exported from the United States or imported into the Territory, and/or (b) otherwise prohibited be included pursuant to Meli Technology’s and/or the Site’s policies.
- 1.10. “Services”** means the following services provided by Meli Technology under this Agreement, which include (a) logistics services for the export goods, products and merchandise from the United States to the Territory (including warehousing within the United States, export from the United States, customs clearance and import to the Territory); (b) account set-up, account management and listing services for such goods, products and merchandise on the Site; (c) marketing, via the Site, of such goods, products and services and deliver thereof to customers; (d) the return of goods, products and merchandise from customers back to merchants for return or exchange; (e) collection of payment from consumers and remittance thereof to merchants in United States Dollars.
- 1.11. “Site”** means the site(s) identified on the Cover Page and includes any successor site(s) thereto.
- 1.12. “Term”** has the meaning set forth in Section 9.1.
- 1.13. “Territory”** means the territory(ies) identified on the Cover Page.
- 1.14. “Trademarks”** means trademarks, service marks, trade names, business names, trade dress, logos, URLs, or other trademark and branding rights.

1.15. “Warehouse” means the warehouse(s) located in the United States, as designated by Meli Technology from time to time, to which Merchant will ship the Merchandise ordered by Customers.

2. Services; Obligations.

2.1. Identification of Merchandise. Merchant will identify to Meli Technology the goods, products and merchandise proposed by Merchant to be offered for sale from the Site. For each such item, Merchant will provide to Meli Technology: (a) the price (in United States Dollars) payable by Meli Technology to Merchant for such item and the shipping costs for merchant to ship such item to the applicable Warehouse; (b) the number of available units in inventory available for immediate shipment; and (c) Documentation, descriptions (including product dimensions and weight and package dimensions and weight), images, SKUs, photographs, specifications, and (d) any other information reasonably requested by Meli Technology. Merchant represents and warrants that all Materials and information provided to Meli Technology are thorough, true and accurate and acknowledges that Meli Technology (and its providers) will use and rely on such Materials and information in the export (from the United States), import (into the Territory), customs clearance, marketing, sale and distribution of such items. Merchant will not include in its list of proposed Merchandise any Prohibited Merchandise. Upon request from Merchant, Meli Technology will provide to Merchant the list of goods, products and merchandise, substances, categories and other criteria which cause a good, product or merchandise to be categorized as Prohibited Merchandise. Meli Technology shall have the right, in its sole discretion and at any time, to reject any goods, products or merchandise proposed by Merchant to be offered for sale from the Site (even after such items have been shipped to the Warehouse), and will notify Merchant in the event of the rejection of any such items and the reason for such rejection. Unless rejected by Meli Technology, such item will be deemed as part of Merchant’s “Merchandise” under this Agreement.

2.2. Translation of Materials. For the term of this agreement, if requested by Merchant, Meli Technology will provide translation services for the Materials that will be posted on the Site for the Merchandise and will translate such items from English to the official language generally spoken in the Territory. Merchant shall have the right to arrange for translation of Materials that will be posted on the Site for the Merchandise, provided that such translation is accurate, grammatically correct and consistent with the quality of text that is generally posted on the Site.

2.3. Account with MercadoLibre. Meli Technology will establish a merchant account for Merchant with MercadoLibre (“**Merchant Account**”) in the Merchant’s name or in the name of any of Merchant’s Subsidiaries. For purposes hereof, “**Subsidiaries**” shall mean any entity directly controlled by Merchant. Meli Technology will also work with Merchant to create a listing template for each unit of Merchandise to be offered on the Site by Merchant. Merchant shall provide to Meli Technology all Materials necessary for creating the “look and feel” and branding of the listing template. Merchant hereby grants to Meli Technology a non-exclusive, non-transferable (except as permitted pursuant to Section 10.2) worldwide, royalty-free, fully paid-up, sublicenseable right and license to use, reproduce, display, perform, create derivative works of and otherwise modify any Materials provided by Merchant to Meli Technology in connection with Meli Technology’s performance under this Agreement. Meli Technology and Merchant will both have login access to the Merchant Account. Meli Technology shall have the sole right to update the Merchant Account, post new Merchandise made available through the Merchant Account and otherwise manage and administer the Merchant Account based on the updated information provided by Merchant to Meli Technology.

2.4. Updates; Changes to Site. Merchant will provide to Meli Technology, in a manner and format (e.g., CSV, Excel or through an API connecting to Meli Technology’s systems) mutually agreed by the parties, information about the amount of inventory for each unit of Merchandise available to be shipped by Merchant to the Warehouse. Such inventory information will be updated by Merchant in a frequency (i.e., hourly, daily, semi-weekly) agreed by the parties. Additionally, Merchant will provide to Meli Technology, in a manner and format mutually agreed by the parties, changes to other information and Materials previously provided to Meli Technology, including relisting of previously removed Merchandise, price updates and forecast updates. Merchant warrants that such information and Materials will be thorough, true and accurate at the time of transmittal to Meli Technology. To the extent that there are any price for any

Merchandise or increases in shipping costs for Merchant to ship Merchandise to the Warehouse, any such increases shall apply only to units of Merchandise which are sold after the new increases have been reflected on the price for such Merchandise on the Site, and Merchant will be bound by the previous applicable price for all sales occurring through such updated posting. Within a reasonable time after receiving the updated information and Materials, Meli Technology will update the Site.

2.5. Logistics to the Territory. Within two (2) calendar days after receiving notification from Meli Technology that a unit of Merchandise has been sold, Merchant shall ship such Merchandise to the Warehouse via United States Postal Service Priority Shipping or similar trackable shipping service to ensure that the Merchandise is received at the Warehouse no later than five (5) days (Monday through Saturday) after posting. Upon posting of the Merchandise with the United States Postal Service or other carrier, Merchant will provide the applicable tracking number to Meli Technology. Additionally, Merchant shall affix to the packaging of each unit of Merchandise a unique identification number (or other designation mutually agreed by the parties), assigned by Merchant and communicated to Meli Technology, to allow Meli Technology to quickly identify such Merchandise upon arrival at the Warehouse. After receipt of the Merchandise, Meli Technology will be responsible for the shipment thereof to the Territory, customs clearance, carrier insurance and ultimate delivery to the Customer. Merchant shall be responsible for and shall pay directly to the applicable third party, the shipping and insurance costs of deliver the Merchandise to the Warehouse, and Merchant shall bear the risk of loss or damage to the Merchandise until such Merchandise is received by the Warehouse. Thereafter, except as set forth in Section 2.6, Meli Technology shall be responsible for (i) shipping, insurance, and customs charges for associated with importing the Merchandise into the Territory and delivering the Merchandise to the Customer, and (ii) any risk of loss or damage to the Merchandise occurring after delivery of the Merchandise to the Warehouse.

2.5.1. Merchant hereby authorizes MercadoLibre companies and/or authorized third party companies that provides international logistics/delivery services (and, to the extent necessary, its third party service providers) (collectively, "Pitney Bowes"), as a third party beneficiary of only this Section 2.5 of these terms and conditions, to act for and on behalf of Merchant, as its true and lawful agent and attorney, in connection with the exportation of goods sold by Merchant through the multiple websites owned and operated by Meli Technology including the website accessible via the general domain at mercadolibre.com and other international domains available at various country code domains ("Goods"). The above authorization includes but is not limited to retaining customs brokers and/or freight forwarders for the purpose of transacting customs business with all relevant export, customs, and revenue authorities on Merchant's behalf. Such customs business shall include but is not limited to making export classifications, completing export filings, managing any dispute with the relevant authorities regarding customs classifications, applicable duties, and/or taxes, performing any act that may be required by law or regulation for the re-importation and/or transportation of any undeliverable or returned Goods back to the merchant address, and performing any other act that may be required by law or regulation in connection with the exportation and/or transportation of the Goods sold by you for shipment out of the United States and into any other country, including without limitation, the right to file a form AES on behalf of Merchant if determined by Mercado Libre companies and/or authorized third party logistics companies that such AES filing is required.

2.6. Prices; Returns and Exchanges; Fees. Merchant acknowledges and agrees that the prices charged for Merchandise purchased by Customers will be determined by Meli Technology (and its providers) in its sole discretion and that a single purchase price payable by Customers may include shipping charges; insurance; customs; sales, VAT and similar taxes; reserves for fraudulent charges and charge-backs; and fees customarily charged by MercadoLibre ("**MercadoLibre Fees**") and/or Meli Technology. Customers will be given the option to pay for Merchandise with the local currency of the Territory through the Site's "MercadoPago" payment platform. Merchant further agrees that the prices payable by Meli Technology for Merchandise under this Agreement shall be the prices (in United States Dollars) agreed by the parties at the time that Merchant first proposed such Merchandise to be offered for sale on the Site (as described in Section 2.1) or later updated price (as described in Section 2.4); provided, however, that if the actual dimension of any Merchandise packaging or weight are different than the amounts provided by Merchant to Meli Technology, then Merchant shall be responsible for any increased shipping or other charges or fees incurred by Meli Technology in providing the Services under this Agreement, which

amount shall be deducted from any amounts owing from Meli Technology to Merchant.

2.6.1. Merchant acknowledges and agrees that local law within the Territory may provide a minimum term(s) during which are all Merchandise sold to Customers may be returned for any or no reason ("**Cool Off Period**"). Merchant will accept all returns of Merchandise under any such applicable local laws. Merchant agrees that such returned Merchandise will be shipped back to Merchant by Meli Technology after receipt thereof by MercadoLibre from Customers, and that amounts already paid to Merchant by Meli Technology for such Merchandise, if any, will be refunded to Meli Technology. .

2.6.2. Merchant agrees that in the event that any Merchandise is returned by a Customer ("**Returned Merchandise**") due to (a) such Merchandise being damaged or defective or (b) such Merchandise varying in any material manner from the Documentation or information provided about such Merchandise on the Site, Merchant shall be responsible to replace the Merchandise and to pay all (i) shipping, (ii) insurance and (iii) customs charges and any other fees associated with sending replacement Merchandise to the Facility.

2.6.3. Meli Technology shall have the right, by providing thirty (30) days prior written notice to Merchant, to charge Merchant a fee (which may be calculated as a percentage of the prices payable by Meli Technology to Merchant for each unit of Merchandise), for the Services provided by Meli Technology under this Agreement. Merchant shall have the right to terminate this Agreement within such thirty (30) day notice period by providing notice of termination to Meli Technology. If Merchant does not elect to terminate this Agreement during such thirty (30) day period, then such fees will automatically become effective after such thirty (30) day notice period.

2.7. Customer Support. Merchant will provide to Meli Technology any "frequently asked questions" (FAQs) or "questions & answers" that Merchant may wish to include in connection with any Merchandise. Merchant will be responsible for customer support on questions related to Merchant's listings, including questions pertaining to the use, installation, assembly or operability of the Merchandise. Merchant will include contact information (which may include an international phone number and/or email address) for Customers to contact in order obtain customer support for the Merchandise. Meli Technology shall be responsible for providing logistics support services for any exchanges and returns of the Merchandise. For such purpose, Meli Technology shall use the services provided by MercadoLibre to its customers, pursuant to the terms and conditions set forth by MercadoLibre.

2.8. Removal of Merchandise from Site. Merchant acknowledges and agrees that Meli Technology reserves the right, at any time, for any reason, to remove one or more of the Merchandise offered by Merchant from the Site, without any liability to Merchant. Meli Technology will provide the reason for the removal of such Merchandise.

2.9. Compliance with Applicable Law. Each party will comply with all Applicable Law.

2.10. Known Defects. Merchant will promptly notify Meli Technology upon becoming aware of any known material defects in the design, materials or workmanship in any units of the Merchandise. The parties will work together to cease offering such items on the Site.

2.11. Insurance. Merchant shall maintain in effect at all times the following insurance: (a) statutory Worker's Compensation Insurance for all employees in accordance with applicable state law; (b) Comprehensive General Liability Insurance (including Contractor's Protective, Contractual and Completed Operation coverage) with policy limits of at least \$1,000,000 per person, \$2,000,000 per occurrence for Bodily Injury Liability, and \$500,000 per occurrence for Property Damage Liability. Such Comprehensive General Liability Insurance shall remain in force for the Term of the Agreement and Merchant shall furnish a Certificate of Insurance evidencing such insurance no later than the registration date on Mercado Libre CBT website. Certificates of Insurance evidencing such coverage shall provide that Meli Technology shall be given ten (10) days written notice before cancellation or reduction of any of the insurance coverage. Certificates should be mailed to Meli Technology in accordance with Section 10.8. The liability of Merchant assumed under this Agreement shall not be limited to the amount of insurance which the Manufacturer is required to provide by the terms of this Section 2.10. All insurance carried by Merchant will be primary without the right of contribution from any insurance, if any, carried by Meli Technology or MercadoLibre, and Merchant agrees that it and its insurance carriers shall have no right of subrogation from any insurance carried by Meli Technology or MercadoLibre.

3. Payments.

3.1. Price; Payment. Meli Technology will pay Merchant the prices payable by Meli Technology to Merchant for Merchandise sold on the Site

under this Agreement in the first and third week of each month. **Taxes.** As between the parties, Meli Technology will be responsible to collect from Customers and remit to the appropriate taxing authorities all export, import, sales, VAT or use taxes based on the export of Merchandise from the United States, import of Merchandise into the Territory and sale of Merchandise to Consumers. Each party is responsible for its own taxes, duties and other governmental assessments imposed on such party as a result said party's performance under this Agreement including, but not limited to any tax arising with respect to each party's respective sales, property or employees. Notwithstanding the foregoing, Merchant shall withhold and remit to the appropriate tax authorities any withholding taxes imposed on any payments to Vendor pursuant to the terms of this Agreement. Invoices issued by Meli Technology to Merchant shall specify the details of the individual charges as well as any relevant taxes (sales tax, value added taxes, goods and services taxes) that may be legally imposed with respect to the services. For purposes of this Agreement, "tax" or "taxes" shall mean all taxes, levies, duties and fees imposed by the government of any jurisdiction, including without limitation, income taxes, property taxes, sales, use and surcharge taxes, value added taxes, goods and services taxes, consumption taxes, business taxes on transactions, import or export duties, and all related ancillary taxes and fees and including any penalties or interest that may apply.

3.2. Transfer of Title. Merchant and Meli Technology agree that the services to be performed by Meli Technology pursuant to this Agreement will facilitate the sale of goods by Merchant to Customers located in the Territories. The Parties acknowledge that all sales of goods to Customers shall take place, and title shall transfer, outside of the United States and Meli Technology agrees that the purchase orders from the Mercado Libre site will reflect that title transfers outside the United States. Furthermore, the parties acknowledge that: (i) the Customers shall be considered to be the importers of record in their respective Territories and as such shall be responsible for satisfaction of all duties, taxes and other governmental charges associated with the purchase of the products, (ii) Meli Technology and its affiliates are independent agents acting in the ordinary course of their business,

4. Confidentiality.

4.1. Confidential Information. Each party to this Agreement acknowledges that, in the course of performing under this Agreement, each party (as a receiving party) may obtain or otherwise learn the Confidential Information of the other party (as the disclosing party). "Confidential Information" means any information relating to a disclosing party, its business, technology, suppliers, licensors, customers, and third parties to whom the disclosing party has an obligation of confidentiality, whether in tangible or intangible form, which is marked "confidential" or "proprietary." The Confidential Information of a disclosing party shall be owned exclusively by the disclosing party.

4.2. Obligations. The receiving party agrees: (a) to use reasonable care in protecting the Confidential Information of the other party from unauthorized use or disclosure; (b) to use the Confidential Information of the other party for the purposes of this Agreement, including for the purpose of performing the receiving party's obligations, exercising the receiving party's rights and enforcing this Agreement ("Purposes"); (c) to disclose any Confidential Information of the other party only to the receiving party's employees, contractors, consultants, agents and others who need to know such information for the Purposes. Each party agrees that the terms and conditions of this Agreement shall be treated as Confidential Information of Meli Technology and shall not be disclosed to any third party; provided, however, that Merchant may disclose the terms and conditions of this Agreement: (i) in confidence, to legal counsel of; (ii) in confidence, to its accountants, banks, financing sources and their advisors; (iii) in connection with the enforcement of this Agreement or rights under this Agreement; or (iv) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction involving Merchant.

4.3. Exclusions. The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of or breach of this Agreement by the receiving party; (b) was known by the receiving party before receipt from the disclosing party; (c) becomes known to the receiving party without confidential or proprietary restriction from a source that does not owe a duty of confidentiality to the disclosing party with respect to such Confidential Information; or (d) is independently developed by the receiving party without the use of the Confidential Information of the disclosing party. In addition, the receiving party may disclose the Confidential Information if the receiving party is legally compelled to do so, provided that prior to any such compelled disclosure, the receiving party shall

(if legally able to) notify the disclosing party of such compelled disclosure and shall reasonably cooperate with the disclosing party, at the disclosing party's expense, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

5. Representations and Warranty; Disclaimers.

5.1. Representations and Warranties. Each party represents, warrants and covenants that: (a) it has the full power and corporate authority to enter into this Agreement, to perform its obligations hereunder and to grant the licenses and rights granted hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) this Agreement is a valid and binding agreement of such party, enforceable in accordance with its terms; and (c) such party's execution of and performance under this Agreement shall not breach any agreement with any third party or any obligation owed by such party to any third party to keep any information or materials in confidence or in trust. Merchant further represents, warrants and covenants that: (i) Merchant has good and marketable title to the Merchandise shipped to the Warehouse, which Merchandise shall be free from encumbrances, mortgages, liens, pledges, security interests or encroachments; (ii) the units of Merchandise shall be free of any material defects in design, workmanship or materials, shall be merchantable, and shall be new (unless specifically identified as used in the Materials); (iii) the units of Merchandise and the Materials provided by Merchant shall not infringe or violate any third party's Intellectual Property Rights or other rights. Meli Technology further represents, warrants and covenants that (A) any of its affiliated companies or contractors that perform any of the services set forth in this Agreement or otherwise relating to merchant's sale of its products on the Mercado Libre site has the power and authority to perform such services, and that the performance of any of the Services by such parties will not violate any applicable laws; (B) any entity that acts as an express transportation agency is duly qualified to so act; and (C) it will make no representation to any party that title to the products sold by Merchant on the Mercado Libre site passes to any party prior to their delivery to the end consumers purchasing such products on the Mercado Libre site.

5.2. Disclaimers. EXCEPT FOR ANY EXPRESS WARRANTIES IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY OTHER WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE (ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW), INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MELI TECHNOLOGY CANNOT GUARANTEE AND MAKES NO WARRANTY THAT THE SERVICES AND SITE WILL BE UNINTERRUPTED, ACCURATE OR ERROR-FREE.

6. Ownership.

6.1. By Merchant. As between Merchant and Meli Technology, Merchant shall own and retains all right, title and interest, including all Intellectual Property Rights, in and to the Trademarks and Materials provided by Merchant and all Intellectual Property relating to the Merchant's goods sold under this agreement. Merchant reserves all rights not expressly granted to Meli Technology under this Agreement.

6.2. By Meli Technology. As between Merchant and Meli Technology, Meli Technology shall own and retains all right, title and interest, including all Intellectual Property Rights, in and to its systems, networks, the Site and any Customer information collected from or about any Customer. Meli Technology reserves all rights not expressly granted to Merchant under this Agreement.

7. Indemnification.

7.1. By Merchant. Merchant shall defend, hold harmless and indemnify Meli Technology and MercadoLibre (and their successors and assigns) from and against any and all Liability arising out of: (a) product liability claims, injuries or death to persons, or damage to property arising out of any Merchandise; (b) any claim that the Merchandise, Trademarks or Materials infringes or violates any third party's Intellectual Property Rights or other rights; and (c) any material violation of Applicable Law by Merchant in performing under this Agreement and any violation of Applicable Law by Meli Technology arising Meli Technology's reliance on any inaccurate, false or misleading information provided in the Materials from Merchant.

7.2. By Meli Technology. Meli Technology shall defend, hold harmless and indemnify Merchant (and its successors and assigns) from and against any and all costs, expenses (including reasonable attorneys fees and litigation costs), losses, damages, suits, claims and actions arising out of (a) Any claim that the Site (other than the Materials, Trademarks, or any of Merchant's products) infringes or

violates any third party's Intellectual Property Rights or other rights, provided that is not associated with the listings displayed in the Site.; (b) any claim that the performance of the Services by Meli Technology, its affiliated companies or third party contractors violates any applicable laws or regulations; (c) any failure by Meli Technology, its affiliated companies or third party contractors, including Mercado Libre, to make any payment to any governmental agency that Meli Technology is responsible for making pursuant to this Agreement; or (d) any unauthorized release or transfer of personal data pertaining to any purchaser of the products sold by Merchant on the Mercado Libre sites by any of Meli Technology, its affiliated companies or third party contractors. Meli Technology shall provide Merchant with notice of relevant changes to the Listing Agreement or to Mercado Libre's Term and Conditions with its Customers within 10 days of any such changes.

7.3. Procedure. The obligations of either party to provide indemnification under this Agreement shall be contingent upon the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim for which indemnification is sought ("**Notice**"), provided, however, that the failure to give timely Notice will not relieve the indemnifying party of its obligations under this Section except to the extent that such untimely Notice impairs the ability of the indemnifying party to defend or settle the claim, and (b) reasonably cooperating with the indemnifying party (at the indemnifying party's expense) and providing reasonable assistance and information. The indemnifying party shall control the defense and settlement of such claim, provided that in no event shall the indemnifying party enter into any settlement or agree to any disposition, without the prior written consent of the indemnified party, that contains an admission of liability or wrongdoing on the part of the indemnified party, otherwise prejudices the rights of the indemnified party, or imposes a material obligation on the indemnified party that is not wholly discharged by the indemnifying party. If the indemnifying party fails, within a reasonable time after receipt of the Notice, to assume the defense with counsel reasonably satisfactory to the indemnified party, or if, in the reasonable judgment of the indemnified party, a direct or indirect conflict of interest exists between the parties with respect to the claim, or if in the sole judgment of the indemnified party the assumption and conduct of the defense by the indemnifying party would materially and adversely affect the indemnified party in any manner or prejudice its ability to conduct a successful defense, then the indemnified party shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the reasonable expense of the indemnifying party.

8. Limitation of Liability.

8.1. Limitation of Liability. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, AND WITH RESPECT TO A PARTY'S BREACH OF SECTIONS 2.9, 4 OR 5, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PART (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, (II) FOR ANY DAMAGES FOR LOST PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, MELI TECHNOLOGY'S AGGREGATE LIABILITY UNDER ANY THEORY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES RECEIVED BY MELI TECHNOLOGY FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY ARISES. The limitations in this Section 8.1 are material conditions to Meli Technology's entering into this Agreement, without which Meli Technology would be unwilling to provide the Services to Merchant.

9. Term and Termination.

9.1. Term. The term of this Agreement shall commence on the registration date on Mercado Libre CBT website and shall continue thereafter for a period of 12 months. This term shall automatically renew for additional and successive one year periods (each, a "**Renewal Term**"), unless this Agreement is terminated earlier by either party in accordance with this Section 9 or unless either party notifies the other party in writing of its election not to renew the term of this Agreement no later than thirty (30) days prior to the end of the Renewal Term. Either party may terminate this contract at any time with or without cause by giving the other party thirty (30) days written notice of termination. Renewal Terms are collectively referred to herein as the "**Term**" of this Agreement.

9.2. Termination for Breach. If either party materially breaches any of its obligations under this Agreement, the non-breaching party, at its option, shall have the right to terminate this Agreement by written notice to the breaching party unless, within thirty (30) calendar days (or for payment breaches, ten (10) calendar days) after receipt of written notice of such breach by the breaching party, the breaching party cures such breach.

9.3. Termination for Bankruptcy. Either party may terminate this Agreement immediately upon written notice to the other party, in the event that the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law (whether domestic or foreign), has wound up or liquidated, voluntarily or otherwise, or ceases to do business in the normal course. The affected party shall promptly notify the other party in the event of the occurrence of any of the foregoing instances.

9.4. Effect of Termination. Upon the expiration or any termination of this Agreement: (a) each party will fulfill its obligations with respect to Merchandise that was purchased by Customers prior to the registration date on Mercado Libre CBT website of expiration or termination ("**Outstanding Merchandise**"); (b) each party will promptly permanently destroy and delete all Confidential Information of the other party in its possession or control, and upon request, provide the other party with a written certification, signed by one of its officers certifying the destruction of all such Confidential Information; and (c) Sections 2.6 (for Outstanding Merchandise), 2.7 (for Outstanding Merchandise), 2.9, 3.1, 3.1, 4, 5, 6, 7, 8, 9.4 and 10 shall survive. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement, shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement, and shall be without prejudice to any other right or remedy that a party may have at law or in equity. Neither party shall be liable to the other party due to termination of this Agreement in accordance with Section 9, whether for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of either party.

10. General.

10.1. Relationship of Parties. Both parties are, and shall remain at all times, independent contractors, and nothing in this Agreement will be construed to create an agency, employment, fiduciary, representative or any other relationship between the parties. Merchant understands and agrees that it shall not have authority to bind Meli Technology in any manner, or enter into any agreement or incur any liability on behalf of Meli Technology. Merchant shall not make any oral or written representations, warranties or covenants to any third party on behalf of Meli Technology.

10.2. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, either party may assign this Agreement in its entirety without the prior written consent of the other party solely in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event if the assigning party provides reasonable written notice of such assignment and the assignee agrees in writing to be bound by this Agreement. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

10.3. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. The parties disclaim the application of the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act to this Agreement. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, in the State of California, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.

10.4. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless made in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.5. Force Majeure. Neither party shall be liable to the other party for any delay or failure in performing its obligations under this Agreement due to an event of Force Majeure. As used herein, an event of "**Force Majeure**" means

circumstances beyond the affected party's reasonable control, including, without limitation, acts of nature; acts or orders of any governmental body; changes in governmental regulations; equipment failures; parts shortages; inability to or delay in securing equipment or third party services; war; terrorism; insurrection; sabotage; embargo; fire; flood; explosions; strikes or other labor disturbance; interruptions of or delays in transportation; unavailability of, interruption of or delay in telecommunications or third party services; Internet or other network (including without limitation telecommunications network) "brownouts" or failures; or inability to obtain power used in or equipment needed for the provision of the Services; provided, however, that this Section only operates to suspend, and not to discharge, a party's obligations under this Agreement, and that when the Force Majeure is removed or alleviated, the affected party shall resume performance of its obligations hereunder. A party that is unable to fulfill its obligations due to any Force Majeure event shall (1) promptly after the occurrence thereof give notice to the other party with details of such event and (2) work diligently and use its commercially reasonable efforts to remedy such event as promptly as practicable, including using other distribution centers to the extent reasonably possible during the duration of such occurrence.

10.6. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

10.7. Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for

convenience only and shall not affect the meaning or interpretation of this Agreement.

10.8. Notices. Any notice required to be given under this Agreement shall be in writing and delivered personally, by email transmission, by express overnight mail or by certified U.S. mail to the other designated party at the postal address or email address set forth after each party's signature on the Cover Page (or such other postal address or email address provided by each party in accordance with this Section). Notices shall be deemed effective (a) on the date of delivery, if delivered personally; (b) if sent by email and a response email or other confirmation by the recipient of the receipt of such email is provided, on the date of such response email or confirmation; (c) one (1) business day after deposit, if sent by express overnight courier, with written confirmation of receipt; or (d) three (3) business days after posting, if sent by certified U.S. mail.

10.9. Entire Agreement; Amendment. This Agreement contains the complete understanding between the parties with respect to their respective subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No changes, amendments, or alterations to this Agreement shall be effective unless signed by duly authorized representatives of both parties, except as expressly provided herein.

10.10. Counterparts. This Agreement may be executed and delivered in one or more counterparts (including facsimile, PDF or other electronic counterparts), with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

End of Standard Terms and Conditions