

The following terms and conditions (as amended from time to time, this "Agreement") are a binding agreement between Growin Consultoria em Tecnologia Ltda. (the "Provider"), and the customer (the "Customer", and each of Provider or Customer, herein referred to as a "Party") having access to the Platform and the Services provided therein.

Customer represents and warrants to the Provider that it has full right, power and authority to enter into this Agreement. The individual acting on behalf of the Customer represents and warrants to the Provider that he or she has the requisite right, power and authority to enter into this Agreement on behalf of the entity he or she registers on the Platform. Such individual also represents and warrants to the Provider the accuracy and completeness of all information provided to the Provider.

This Agreement governs Customer's access to and use of the Platform and the Services, superseding any conflicting separately executed agreement with Provider.

## 1. DEFINITIONS

1.1. In this Agreement, except to the extent expressly provided otherwise:

"**Access Credentials**" means the access credentials to the App GrowinCo. Platform;

"**Business Day**" means any weekday excluding public holidays in Curitiba, State of Paraná, Brazil;

"**Business Hours**" means the hours of 09:00 to 17:00 Brasília Standard Time on a Business Day;

"**Charges**" means the following amounts: (a) subscription fees charged for the access to the Platform and the Services; (b) additional agreed amounts by the Parties; and (c) "Success Fee" (the "**Success Fee**") under the Success Fee Terms and Conditions (the "**Success Fee Agreement**"), to the extent applicable to the Customer;

"**Customer Data**" means all data, works, and materials: uploaded to or stored on the App GrowinCo. Platform by Customer; transmitted by the App GrowinCo. Platform at the instigation of Customer; supplied by Customer to Provider for uploading to, transmission by or storage on the App GrowinCo. Platform; or generated by the App GrowinCo. Platform as a result of the use of the ecosystem by Customer but excluding analytics data relating to the use of the App GrowinCo. Platform and server log files;

"**Documentation**" means the documentation for the projects and posting produced by Provider or Customer and delivered or made available by Provider or Customer;

"**Platform Defect**" means a defect, error, or bug in the Platform harming the appearance, operation, functionality, or performance of the Platform, but excluding any defect, error, or bug caused by or arising as a result of: (a) any act or omission of the Customer or any person authorized; (b) non-compliance to the Documentation and/or this Agreement, whether by Customer or any person authorized; and/or (c) an incompatibility between the App GrowinCo. Platform and any other system, network, application, program, hardware, or software not specified as compatible with the App GrowinCo. Platform;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, rights in designs);

"**Platform**" means the platform managed by Provider and used by Provider to provide the Services, including the App GrowinCo. Platform and database software for the Services, the system and server software used to provide the Services;

"**Services**" means any services that Provider provides to Customer, or must provide to Customer, under this Agreement from time to time;

"**Customer Success**" means support and error resolution services concerning the Services;

"**User Interface**" means the interface for accessing the Services by human users.

## 2. TERM

2.1. This Agreement shall come into force upon Customer's first access to the Platform (the "**Effective Date**") and remains in force for 12 months thereafter (the "**Term**"), at the end of which the term of this Agreement shall be renewed automatically for the same period unless either Party provides at least sixty (60) days prior notice to the other Party of its intent to terminate it.

### 3. SERVICES

**3.1.** Provider will provide through the Platform, to Customer upon the Effective Date, the Access Credentials. Customer's access to the Platform is subject to acceptance by Provider and further verification by the Provider of the accuracy of information received from the Customer when accessing the Platform.

**3.2.** Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the App GrowinCo. Platform to enjoy the benefits provided thereunder.

**3.3.** The license granted by Provider to Customer is subject to the following limitations: (a) the User Interface may only be used through appropriate equipment and ancillary services needed to connect to and access the Platform, which includes Web Browser, computer, computer operating systems and network devices, and Customer is responsible for obtaining and maintaining such equipment and ancillary services; (b) the User Interface may only be used by the officers, employees, agents, and subcontractors of Customer, to the extent duly authorized to act on Customer's behalf under this Agreement; (c) the User Interface may only be used by one (1) user at a time, provided that Customer may change, add or remove a designated named user by the user change procedure defined in coordination with the Provider Customer Success team; (d) the App GrowinCo. Platform may only be used by the organization that contracted the membership. Customer agrees not to share your access with any other organization.

**3.4.** Except as expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by Provider to Customer is subject to the following prohibitions: (a) Customer must not permit any unauthorized person or application to access or use the App GrowinCo. Platform; (c) Customer must not use the App GrowinCo. Platform to provide services to third parties; (d) Customer must not republish or redistribute any content or material from Provider to third parties; (e) Customer must not make any alteration to the App GrowinCo. Platform, except as permitted by the normal use of the Platform.

**3.5.** Customer shall implement and maintain reasonable security measures to prevent unauthorized access to the App GrowinCo. Platform using the Access Credentials.

**3.6.** Provider shall use commercially reasonable efforts to maintain the App GrowinCo. Platform availability but does not guarantee it to be 100%.

**3.7.** Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement: (a) a force majeure event; (b) a fault or failure of the internet or any public telecommunications network; (c) a fault or failure of Customer's computer systems or networks; (d) any breach by Customer of this Agreement; or (e) scheduled maintenance carried out by Provider or any engaged third-party services provider.

**3.8.** Customer must comply with this Agreement, the Success Fee Agreement and any other terms and conditions posted on the Platform (collectively, the "**Governing Agreements**") and must ensure that all authorized persons using the App GrowinCo. Platform comply with the Governing Agreements. Provider has the right to restrict, suspend, or disable any Customer's account, at any time, including due to non-compliance with the Governing Agreements, with no liability or responsibility for Provider, and no right to Customer of refund of any amounts that Customer has previously paid or Provider would otherwise receive on the Platform.

**3.9.** Customer must not use the App GrowinCo. Platform in any way that damages it or other ecosystems related to the projects, or impairs the availability or accessibility of the Services, (ii) uses excessive resources causing a material degradation in the Services, or (iii) is or for unlawful, illegal, fraudulent or harmful purposes or activities. Customer acknowledges that Provider may use reasonable technical measures to limit the use of Platform resources by Customer to assure services to its customers generally.

**3.10.** Customer has no right to access the Platform code (including object code, intermediate code, and source code) during or after the Term.

**3.11.** Provider may suspend the Services and the access to the App GrowinCo. Platform if any Charges are overdue, with at least 30 days' notice to Customer following the amount becoming overdue.

**3.12.** Customer is responsible for any unauthorized or improper activity by any user of the Platform and violation of the Governing Agreements and shall promptly notify Provider if it knows or suspects of any violation. Provider may deny or suspend access to the Platform or the Services to any authorized user if it suspects of any breach of the Governing Agreements or any applicable laws or regulations.

### 4. SCHEDULED MAINTENANCE

**4.1.** Provider may suspend the App GrowinCo. Platform for scheduled maintenance, in accordance with this Agreement.

**4.2.** Provider shall, to the extent commercially practicable, (i) give Customer at least 5 Business Days prior notice of scheduled maintenance likely to, adversely affect the availability of the App GrowinCo. Platform., (ii) conduct all scheduled maintenances outside Business Hours, and (iii) to ensure that each scheduled maintenance does not exceed 24 hours.

## **5. SUPPORT SERVICES**

**5.1.** Provider shall make available to the Customer a commercially reasonable Customer Success Service to help with the journey within the App GrowinCo. Platform.

**5.2.** Provider shall respond as promptly as commercially practicable to all requests made by Customer through the Customer Success Services.

**5.3.** Provider may suspend the support services if any Charges are overdue, with at least 30 days' notice, following the amount becoming overdue.

## **6. CUSTOMER DATA**

**6.1.** Provider may copy, reproduce, store, distribute, publish, export, adapt, edit, and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and exercising its rights under this Agreement, or as expressly agreed by Customer.

**6.2.** Customer represents and warrants that the Customer Data is true, complete and correct and when used by Provider under this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, nor will breach the provisions of any law, statute, or regulation, in any jurisdiction and under any applicable law.

**6.3.** Upon request from Customer, Provider shall use all commercially reasonable efforts to restore to the Platform the Customer Data stored in any backup copy within a reasonable period. Customer acknowledges that this process will overwrite the existing Customer Data stored on the Platform.

## **7. NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**7.1.** Each Party reserves all right, title, and interest in their copyrights, patents, trademarks, trade secrets, and other intellectual property or proprietary rights (including the Provider's rights to the Platform). Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from one Party to the other, other than the Customer's limited right to use the Platform in accordance with this Agreement. Provider owns and will remain the sole owner of all right, title, and interest in and to the Platform.

**7.2.** If Customer provides any suggestions or feedback for additions, changes, or improvements to the Platform, App GrowinCo. Platform, or any other Provider's intellectual property ("**Product Suggestions**"), Provider will remain the exclusively owner of all right, title, and interest in and to Provider's intellectual property even after implementation of such Product Suggestions in Provider's products and services. Provider will be entitled to use such Product Suggestions without restriction or compensation to Customer.

**7.3.** User submits information with the express acknowledgement that it imposes no confidentiality obligation on GrowinCo. or Content Receiver, unless a specific executed confidentiality, or like, agreement (but excluding general confidentiality clauses in an existing supply agreement) is expressly cited in the submission. Furthermore, User acknowledges that its submission does not breach any confidentiality obligations owed to others. User recognizes that Content Receiver may already be independently working on the same or similar growth opportunity (technology, innovation, new product or ingredient ideas, etc.) as covered by its submission. User agrees that no contractual obligation nor working relationship is created between User and Content Receiver by submitting this information. Each party shall own and continue to own all intellectual property it owned prior to the submission of any posting or project response or that it created outside of the scope of the project and/or agreement.

## **8. CHARGES**

**8.1.** Customer shall pay the Charges to Provider in accordance with this Agreement.

**8.2.** For special projects outside the scope defined in this Agreement, if the Charges are based upon the time spent by Provider performing the Services, Customer's consent is required before exceeding estimated time-based Charges or any budget for time-based Charges.

**8.3.** Customer shall be responsible for all taxes associated with the Charges, which will be added to the payable Charges.

**8.4.** Provider may change any element of the Charges with at least 30 days' notice of the variation, giving Customer the right to terminate this Agreement. Continued use of the Platform or Services, or failure to notify the Provider in writing of its intent to terminate this Agreement shall be deemed an acceptance of such variation.

## **9. PAYMENTS**

**9.1.** Provider shall issue invoices for the Charges to Customer after the invoicing dates set out in this Agreement or upon receipt of a Purchase Order.

**9.2.** Customer must pay the Charges to Provider following the issue of an invoice within 15 days after the end of each calendar month.

**9.3.** The Customer must pay the Charges by credit card or bank transfer using the payment details informed by Provider.

**9.4.** If Customer fails to pay any amount due under this Agreement or the Success Fee Agreement, Provider may claim interest and statutory compensation from Customer under the late payment using the Brazil Central Bank interest rate (SELIC).

## **10. CONFIDENTIALITY OBLIGATIONS**

**10.1.** The Parties are bound by the Confidentiality Agreement (as otherwise applicable) annexed to each project.

**10.2.** Both parties must: (a) keep the any confidential information strictly confidential; (b) obtain prior consent before disclosing any confidential information, under approved conditions of confidentiality; (c) use the same degree of care to protect the confidentiality of the other Party as it uses to protect its own confidential information; (d) act in good faith at all times about the confidential information; and (e) use the confidential information solely in connection with this Agreement or as mutually agreed in writing.

**10.3.** Provider may disclose the Customer's confidential information to any persons who have a need to access the confidential information for the performance of their work concerning this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of such information.

**10.4.** This Clause does not apply to Customer's confidential information that: (a) is known to Provider before disclosure and is not subject to any other obligation of confidentiality; (b) is or becomes publicly known without Provider's involvement; or (c) is obtained by Provider from a third party in circumstances where Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

**10.5.** These restrictions do not apply if any Customer's confidential information is required to be disclosed by any law, regulation, judicial or governmental order or request.

**10.6.** This Clause shall continue in force for 5 years following the end of the Term.

## **11. WARRANTIES**

**11.1.** Provider warrants that: (a) it has the legal right and authority to enter into this Agreement; (b) it complies with all legal and regulatory requirements applying to the exercise of its rights and the fulfillment of its obligations under this Agreement; (c) it possesses all necessary know-how, expertise, and experience to perform its obligations under this Agreement, (d) the App GrowinCo. Platform and Services will substantially conform with this Agreement; (e) the App GrowinCo. Platform will be free from Platform Defects or malicious software programs; (f) the Platform will incorporate commercially reasonable security features, (g) to its knowledge, the use of App GrowinCo. Platform by Customer will not breach any applicable laws, statutes, or regulations, and will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

**11.2.** If Provider reasonably determines that the use of the App GrowinCo. Platform by Customer infringes any person's Intellectual Property Rights, it may modify the App GrowinCo. Platform to resolve such infringement and procure for Customer the right to continue using the App GrowinCo. Platform.

**11.3.** All Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out herein. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied.

**11.4.** The Services and the access to the Platform and to the App GrowinCo. Platform are provided "as is" and "as available". Provider does not make any express or implied warranties, conditions or representations to Customer, or any other party with respect to the Services, the Platform, the App GrowinCo. Platform (including that they will satisfy Customer's, or any third party's requirements, needs or purposes), the projects, or otherwise regarding this Agreement, in whatever form.

## 12. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

**12.1.** Customer acknowledges that complex programming is never wholly free from security vulnerabilities, defects, errors, and bugs; and subject to the other provisions of this Agreement, Provider gives no warranty or representation that the App GrowinCo. Platform will be entirely secure or wholly free from defects, errors, and bugs. Provider reserves the right to modify or discontinue, temporarily or permanently, functions and features of the Platform or the Services without notice and at any time, and do not guarantee that the Platform and the Services will be always operational.

**12.2.** Customer acknowledges that the App GrowinCo. Platform is designed to be compatible only with that software and those systems specified by Provider, and Provider does not warrant or represent that the App GrowinCo. Platform will be compatible with any other software or system.

**12.3.** Customer acknowledges that Provider will not provide any legal, financial, accountancy, or tax advice under this Agreement or about the App GrowinCo. Platform. Except as expressly provided otherwise in this Agreement, Provider does not warrant or represent that the App GrowinCo. Platform or the use of the Services by the Customer will not give rise to any legal liability.

## 13. LIMITATIONS AND EXCLUSIONS OF LIABILITY

**13.1.** Nothing in this Agreement will limit or exclude any liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation, or in any way that is not permitted or may not be excluded under applicable law.

**13.2.** The limitations and exclusions of liability set out in this in this Agreement govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement.

**13.3.** Neither Party shall be liable to the other party in respect of (i) any losses arising out of a force majeure event, (ii) any loss of profits or anticipated savings, (iii) any loss of revenue or income, (iv) any loss of use or production, (v) any loss of business, contracts, or opportunities, (vi) any loss or corruption of any data, database, or software, or (vii) any special, indirect, or consequential loss or damage.

**13.4.** The liability of each Party to the other under this Agreement for any event or series of related events is limited to the total amount due by Customer to Provider under this Agreement in the 12 months preceding the commencement of the event or events (other than any losses arising under the Success Fee Agreement).

## 14. ACTIVITIES ON THE PLATFORM AND PROVIDER'S LIMITATIONS ON LIABILITY

**14.1.** The Platform is a sourcing and tendering platform in the food and beverage industry which enables buyers to source food and beverage products (the "**Buyers**") and sellers to have the opportunity to present their company and their products to Buyers and acquire new customers (the "**Sellers**"). Customer acknowledges and agrees that the Provider solely introduces Buyers to Sellers and facilitates their relationship, but that the Provider in no event is a party to any purchase agreement that may be concluded on the Platform between Buyer and Seller (the "**Concluded Purchase Agreements**"), and that Customer's relationship with the Seller or Buyer (as applicable) will be governed by the Concluded Purchase Agreements. As such, Provider has no responsibility or liability whatsoever in relation to any losses that may arise out of such Concluded Purchase Agreement, under any circumstances or under any legal or equitable theory, whether in tort, contract, strict liability, or otherwise, including any indirect, special, incidental, or consequential losses or damages of any nature (including lost profits) even if an authorized representative of Provider has been advised of or should have known of the possibility of such damages or have in any way helped the Customer in its relationship with a Buyer or Seller (as applicable) on the Platform. The following provisions provide in further detail some of the limitations on liability of the Provider and some rules and guidelines for Sellers when selling products on the Platform.

**14.2.** Without limiting the foregoing, Customer acknowledges and agrees that (i) all orders made on the Platform will be fulfilled by a third-party seller and not by the Provider; such Seller (and not the Provider) will be solely responsible for all processing, shipping, returns, and customer service related to the order made on the Platform; pricing for products and goods offered on the Platform is set by the Sellers; Provider has no responsibility or liability whatsoever for any Seller's products, goods, or representations and warranties made to the Buyers on the Platform; (ii) Provider will not be liable for any defamatory, offensive, or illegal conduct of any Seller, Buyer, or other user of the Platform, the App GrowinCo. Platform, or the Services; (iii) the Platform may contain links to other sites created and maintained by other organizations; these links are provided for Customer's convenience and Customer agrees that the links do not imply that Provider is affiliated or associated with Sellers; Provider makes no representation or warranty about any other site that Customer may access through the Platform and is not responsible for the contents of any other site; (iv) Provider does not endorse any products offered by any company or person linked to the Platform; (v) Sellers are the sole responsible for ensuring that their products are approved for sale, comply with applicable law regarding food and beverages, and meet general food and beverage standards; Provider is not responsible and liable for the quality of the products for any reason.

**14.3.** Customer agrees to defend, indemnify, and hold harmless Provider, its officers, directors, employees, and agents, from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising in connection with the Concluded Purchase Agreements and the transactions contemplated thereby.

**14.4.** To avoid any losses to customers or any other person, and to ensure that the Platform is a safe place for the food and beverage industry (but not to imply any responsibility or liability of the Provider), the Sellers and Buyers (as applicable) must not, when using the Platform: (i) sell any product that was not previously authorized by the Provider to be sold on the Platform, or any product which may not be sold in accordance with applicable law; (ii) act in a unlawful, misleading, malicious or discriminatory way; (iii) bully, abuse, harass, stalk, demean, threaten or discriminate any Customer; (iv) cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any user of the Platform; (v) submit unauthorized or unsolicited commercial communications (such as spam) or any communication not permitted by applicable law on the Platform; (vi) collect content or information of any user, or otherwise access the Services, using automated means such as harvesting bots, robots, spiders, or scrapers without our permission, or non-automated means such as copy/pasting; (vii) solicit users of the Platform for another competitor, in order to circumvent Provider's business model, in order to save fees or for any other reason; (viii) share customer information with a third party or initiating unsolicited contact with a customer; (ix) provide misleading or inaccurate item information to customers; (x) increase the purchase price of a item after an order has been completed; (xi) attempt to influence or inflate customer reviews and ratings for their items; (xii) attempt to influence or damage another Seller's reviews, ratings or listed items; (xiii) send a customer an item that is materially different from the listed item that was ordered by the customer; (xiv) set prices at a level that could potentially be viewed as price gouging, or other unfair or abusive pricing practices; (xv) have a customer satisfaction below the performance standards that may be set by Provider on the Platform from time to time; (xvi) sell products which are not in accordance with product guidelines that may be set by Provider on the Platform from time to time. Provider may at its discretion decide what behaviors fall into these categories, which may include removing any products that may not be sold on the Platform or remove a user who does not comply with the Governing Documents.

**14.5.** Sellers may provide, link to, or opt into certain product information and any related media, materials, links, images, and other content (the "**Seller Product Content**") when using the Platform. Seller represents and warrants that all Seller Product Content provided, linked to, or opted into is truthful and accurate and follows all applicable laws and the Governing Documents, and that Seller will not use Seller Product Content to redirect end users of the Platform to any other sales channels. Seller grants the Provider and its affiliates, and its service providers and marketing partners, a non-exclusive, royalty-free, perpetual, sublicensable, irrevocable right and license (a) to publish, reproduce, display, distribute, transmit and otherwise use Seller's name, trademarks, service marks, and logos, and (b) to publish and perform, reproduce, distribute, transmit, display, modify, create derivative works of, and otherwise use and commercially exploit all Seller Product Content, in each case in connection with the Platform (including without limitation advertising, marketing and promoting the products or the Platform, third party websites, e-mail, social media or any other medium). Provider and its affiliates may permit Customers and other third parties to share and post Seller Product Content on their websites, applications, and social media outlets. Seller acknowledges and agrees that Provider assumes no responsibility or liability for any Seller Product Content (including, but not limited to, no responsibility for reviewing or policing such Seller Product Content or any third party's use of such Seller Product Content), and that Seller is solely responsible for the use of Seller Product Content.

## **15. FORCE MAJEURE EVENT**

**15.1.** If a force majeure event causes a failure or delay in either Party's performance of any obligation under this Agreement (excluding payment obligations), that obligation will be suspended during the force majeure event.

**15.2.** If a Party becomes aware of a Force Majeure Event which is likely to affect its performance of any obligation under this Agreement, it must promptly notify the other Party, informing it of the duration of such failure or delay.

**15.3.** A Party whose performance of its obligations under this Agreement is affected by a force majeure event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## **16. TERMINATION**

**16.1.** Either Party may terminate this Agreement immediately by giving notice of termination to the other Party if such Party commits a material breach of this Agreement and fails to cure such breach within (30 days after notice specifying the breach).

**16.2.** Subject to applicable law, either Party may terminate this Agreement immediately by giving notice of termination to the other Party if: (a) the other Party is dissolved, ceases to conduct substantially all of its business, becomes unable to pay its debts as they fall due, becomes or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager, or similar is appointed over any of the assets of the other Party; or (c) an order is made for the

winding up of the other Party, or the other Party passes a resolution for its winding up, other than for a solvent company reorganization where the resulting entity will assume all the obligations of the other Party under this Agreement.

## **17. EFFECTS OF TERMINATION**

**17.1.** Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, except for the provisions which by their nature should survive and continue in full force after such termination. Notwithstanding the foregoing, Success Fee shall not be affected by the prior termination of this Agreement.

**17.2.** The termination of this Agreement shall not affect the accrued rights of either Party.

**17.3.** Within 15 days following the termination of this Agreement for any reason, Customer must pay to Provider any Charges in respect of the Services and memberships provided before the termination, and Provider must refund Customer of any Charges paid for Services that were to be provided after such termination, without prejudice to the Parties' other legal rights.

## **18. NOTICES**

**18.1.** Any notice, communication, consent, or request from one Party to the other under this Agreement must be given by one of the following methods: (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or (b) sent by email, in which case the notice shall be deemed to be received 2 Business Days following posting, providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

**18.2.** The Provider's contact details for notices under this Agreement are as follows: (a) your Customer Success Agent in charge of your account; and (b) your Business Developer Agent with whom you accepted this Agreement.

## **19. SUBCONTRACTING**

**19.1.** Provider must not subcontract any of its obligations under this Agreement without the prior consent of Customer, providing that Customer must not unreasonably withhold or delay the giving of such consent. Provider shall remain responsible to Customer for the performance of any subcontracted obligations. Notwithstanding the provisions of this Agreement, Customer acknowledges and agrees that Provider may subcontract to any reputable third-party business to provide services for the support and maintenance of elements of the Platform.

## **20. GENERAL**

**20.1.** No breach of any provision of this Agreement shall be waived except with the express consent of the Party not in breach.

**20.2.** If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).

**20.3.** This Agreement may be varied or amended by Provider, including by introducing entirely new terms on subjects not previously addressed, and any such changes shall be binding on Customer. The changes will be effective upon posting them in Provider's website. Customer is responsible for reviewing such postings and any applicable changes. Customer's continued participation in the Platform, including offering products or making orders for purchase of any products on the Platform, or using any of the Services, constitutes Customer's acceptance of such changes. If Customer does not agree to any posted changes, it should not continue to use the Platform and the Services.

**20.4.** Neither Party may without the prior consent of the other Party transfer any contractual rights or obligations under this Agreement, other than Provider, which may transfer any rights or obligations under this Agreement to any entity which controls, is controlled by, or is under common control with, the Provider.

**20.5.** This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation, or settlement under or relating to this Agreement are not subject to the consent of any third party.

**20.6.** This Agreement constitutes the entire agreement between the Parties about the subject matter of this Agreement, and supersedes all previous agreements, arrangements, and understandings between the Parties in respect of that subject matter.

**20.7.** This Agreement shall be governed by and construed by Brazilian law. The courts of Brazil shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

