

GENERAL TRADING CONDITIONS AT THE ELECTRONIC ENVIRONMENT- MARKETPLACE

General terms and conditions applicable to the use of the online environment of **VIA S.A.**, a corporation headquartered in the city and state of São Paulo, at Avenida Rebouças No. 3.970, 28º andar, Pinheiros, CEP 05.402-918, enrolled with the corporate taxpayer's ID (CNPJ/ME) No. 33.041.260/0652-90 ("VIA") and **VVLOG LOGÍSTICA LTDA.**, a limited liability company, headquartered in the city of Jundiaí, state of São Paulo, at Rodovia Anhanguera s/nº. km 52, Vila Militar, CEP 13.203-850, enrolled with corporate taxpayer's ID (CNPJ/ME) No. 04.221.023/0001-87 ("VVLOG"), represented herein in the form of its corporate acts by Mr. Abel Ornelas Vieira, Brazilian citizen, married, economist, bearer of the identity card (RG) No. 13.877.647 SSP/SP, enrolled with the individual taxpayer's register (CPF/ME) No. 075.240.338-93 and Mr. Helisson Brigido Andrade Lemos, Brazilian citizen, married, business administrator, bearer of the Identity Card RG No. 32.454.05 SSP/GO, enrolled with the individual taxpayer's register No. 816.205.781-15, both with professional address in the city and state of São Paulo, at Avenida Rebouças No. 3.970, 28º andar, Pinheiros, CEP 05.402-918, to offer and sell third parties products and/or services ("Marketplace Conditions").

1. DEFINITIONS

The terms provided for herein with the first capital letter shall have the meaning assigned thereto or in other Clauses hereof:

- a) **"Service Level Agreement" or "SLA"**: conditions set forth between the Parties to ensure the quality levels to be observed by SELLER when using the Marketplace. The SLA shall be defined by VIA and notified to the SELLER on the Platform;
- b) **"Evaluation"**: analysis of information provided and documents delivered by SELLER, as well as consultation to the third party database, as to regular status, performance, and quality of SELLER to approve its registration and/or during Partnership, keep active SELLER's registration at VIA MARKETPLACE;
- c) **"Customer"**: consumers using the website to acquire Products and Services;
- d) **"Website Direct Competitors"**: any sites or e-commerce environments aiming the advertisement, trading, price survey, comparison of products and services, companies valuation, and purchase decision;
- e) **"Access Data"**: SELLER User's login and password duly registered at the Platform;
- f) **"Charges"**: any costs, expenses incurred by VIA or amounts payable by SELLER for the use of Marketplace tools, including but not limited to amounts due as a refund in light of imminent or caused losses and/or damages;
- g) **"Envvias"**: Logistics services program provided by VVLOG which, includes, without limitation, the Delivery Services (as defined hereinbelow) made available to the SELLER;
- h) **"Payment Conditions"**: means of payment made available by VIA on the Marketplace, which can be used by Customer for payment of items acquired with SELLER;

- i) **"Adhesion Form"**: document completed with SELLER's qualification information to request registration and adhesion, so that SELLER can advertise and sell its items on VIA MARKETPLACE;
- j) **"Payment Management"**: receipt, management, and organization of Payments made by Customers, developed by VIA to the benefit of Marketplace and SELLERS;
- k) **"Items"**: Products and/or Services sold by SELLER on VIA MARKETPLACE;
- l) **"Layout"**: design, plan, scheme, the form of the Website, or any sites and tools applied by VIA to organize and manage the Marketplace;
- m) **"Envvias Handbook"**: VVLOG's document containing all the operational conditions and procedures relating to Delivery Services and available for consultation on the Platform by SELLER. VIA may update Envvias Handbook, at its sole discretion, informing SELLER whenever an alteration occurs;
- n) **"Marketplace"**: platform available on VIA's website to advertise and sell third parties Items, which after Evaluation and compliance with all requirements hereof, are qualified to be registered by VIA;
- o) **"Payments"**: amounts paid by Customers due to the purchase of Products and/or Services, as well as the freight price relating to the delivery of item acquired.
- p) **"SELLER"**: legal entity, regularly incorporated, to have completed the Adhesion Form, and after Evaluation and compliance with all requirements hereof, has its registration accepted by VIA to advertise and sell its items on the Marketplace;
- q) **"Partnership"**: the effective relationship between SELLER and VIA to offer and trade SELLER's items on VIA Marketplace;
- r) **"Platform"**: tool made available and indicated by VIA to the SELLER (i) manage the trade of its items on the Marketplace; and, (ii) provide integration and communication between VIA and SELLER;
- s) **"Product"**: any asset, good, or product legally manufactured, developed, imported, distributed, or anyway traded by SELLER;
- t) **"VIA Remuneration"**: amount due by SELLER on behalf of VIA due to resources and tools made available on the Marketplace, as well as the execution of Payment Management activities, to be paid upon the issue of respective invoice by VIA;
- u) **"VVLOG Remuneration"**: freight price defined by VVLOG and paid by Customer due to Delivery Services;
- v) **"Transfer"**: transfer of payments by VIA, VVLOG, or payment institution regularly engaged by VIA to the SELLER, including retention;

- w) **"Retention"**: VIA's authority to retain, before Transfer, VIA Remuneration, VVLOG Remuneration and other Charges due by SELLER to VIA or VVLOG, directly from the amount received due to Payments made;
- x) **"Service"**: means any service legally developed, rendered, or anyway provided by SELLER;
- y) **"Delivery Services"**: mean the delivery services provided by VVLOG, directly or by a subcontractor the third party to the SELLER, to deliver the Item acquired on VIA Marketplace at the address indicated by Customer, including, Customer services, as well as management and update of order delivery information on the Platform, both, restrictedly relating to the Item's transportation and delivery;
- z) **"Website"**: one or more electronic addresses developed and managed by VIA and used as a tool to operate the Marketplace, accessible by means of a domain registered and owned by VIA;
- aa) **"Website Terms of Use"**: terms of use to which Customers are submitted when they acquire Products or Services sold on the Website;
- bb) **"Territory"**: the Brazilian territory;
- cc) **"User"**: a person appointed by SELLER, with autonomy and all the powers necessary to assume any obligations and responsibilities before VIA, to be registered, and to have Access Data to the Platform.

1.1. The terms not listed above, however with a technical meaning commonly used in the market, or during the contractual relationship are to be applied in regular trade, also those written in a foreign language, shall be understood and interpreted according to the internationally renowned concept, not in conflict with definitions covenanted herein.

2. ADHESION AND RELATIONSHIP OF THE PARTIES

2.1. The Marketplace Conditions shall apply and shall be fully observed by all and any company, duly qualified in the Adhesion Form, interested in advertising and selling its items on VIA Marketplace.

2.2. **Adhesion.** SELLER hereby takes cognizance, agrees, and adheres to the Marketplace Conditions outlined herein.

2.2.1. SELLER's adhesion to the Marketplace Conditions is indispensable to the use of Website and advertise the items to be sold, as well as use VIA's platform technological services for the intermediation of SELLER's relationship with Customers.

SELLER's Registration and Evaluation

2.3. SELLER shall observe all VIA's guidelines for registration, access, and utilization of all and any platform made available for use due to the Partnership, undertaking to adopt and observe all the information security and confidentiality practices for such access.

2.4. SELLER promptly undertakes by its User, to not share its login and password ("Access Data"), and/or data that are personal and non-transferable. The Access Data shall pertain to the SELLER's User, who shall be registered at the Platform for the use of VIA Marketplace and shall have all the powers necessary to assume any obligations and responsibilities before VIA, under this instrument.

2.4.1. In light of any use or access to the account by non-authorized third parties, or loss, theft, robbery, besides any security breach of its cognizance, SELLER undertakes to immediately change the access password and notify VIA, and through its channels of communication, adopt the security measures necessary.

2.5. SELLER shall not send materials containing software viruses or other codes, files, scripts, agents, or harmful computer programs.

2.6. SELLER assumes responsibility for all activities to occur, under its access account on the Platform.

2.7. After SELLER's correct and full completion of the Adhesion Form to VIA Marketplace, SELLER shall undergo an Evaluation, which within thirty (30) days can reject SELLER's inclusion in the Marketplace, immediately suspending its accesses and configurations on the platform, so that (i) clarifications are provided or adjustments are made; or, (ii) to annul this instrument, ending the Partnership.

2.8. SELLER assumes responsibility for completing all fields of the Adhesion Form and Platform with accurate and truthful information, being liable on a civil and criminal basis, for the accuracy and authenticity of the information provided, as well as, once approved by VIA, the SELLER's inclusion in the Marketplace, and the maintenance of all information duly updated.

2.9. SELLER's evaluation and approval are subject to the mandatory submission of all documents and information necessary to evidence its regular status with all and any authorities, public or private entities to be legally required for the sale of its items. VIA at any time may request information and additional documents to conclude the Evaluation, as well as at any time, during the Partnership, may execute other Evaluations of SELLER.

2.9.1. Should VIA identify, in any Evaluation, any irregular information or documentation provided by SELLER, VIA shall suspend the trade of SELLER's items on the Marketplace, if applicable, VIA shall retain the Transfers and will notify it to regularize pending matters, within two (2) consecutive days as of delivery of the notice or, if this is the case, within lesser term notified by VIA in its notice. Should irregularity remain after the term indicated, VIA at its sole discretion, may legally terminate the Agreement.

2.9.2. Besides analyzing SELLER's documentation, VIA, during the agreement effectiveness, may consult third parties database to contain SELLER's evaluation, such as public authorities, credit protection entities, and institutions analyzing the commitment to consumer services and protection.

Agreement. The relationship between the Parties shall be ruled by this instrument, Envvias Handbook, commercial and specific conditions agreed upon the Parties on the Marketplace Platform, so that the Parties shall convene and directly maintain on the Platform, at least, (i) complete information of SELLER's contacts and registration data; (ii) description of Items that SELLER intends to sell on the Website(s); (iii) Website(s) in which SELLER can trade its items on the Marketplace; (iv) a percentage of commission payable to VIA (<https://pas.viavarejo.com.br/>); (v) payment management; (vi) SLA and SELLER quality index (<https://pas.viavarejo.com.br/>); (vii) refund and indemnification conditions; (viii) Envvias Handbook, and (ix) specific contractual conditions, where applicable.

2.10. After registration, SELLER's approval, and adjustment of specific conditions on the Platform, SELLER may initiate all the configurations necessary to include the advertisement of items to be sold on VIA Marketplace.

3. SUBJECT-MATTER

3.1. The subject matter hereof to define the terms and conditions for (i) SELLER advertising and trading its items through the Platform on VIA Marketplace; and (ii) VVLOG rendering to SELLER, Item Delivery Services to Customers, where applicable.

3.2. The sale of Items on VIA Marketplace and Delivery Services shall exclusively occur within the Territory's boundaries. Concerning Delivery Services, these shall observe the restrictions in certain VVLOG delivery perimeters, according to conditions provided for herein.

3.3. VIA Marketplace can be operated in one or more Websites of its brands' banners. The trade of SELLER's Items shall occur on the Website registered in the Platform by VIA.

3.4. This instrument does not aim the distribution or commercial representation by VIA of any item provided by SELLER, which strictly undertakes to manage and operate its activities on the Marketplace according to the conditions provided for herein.

4. OPERATIONAL CONDITIONS OF THE PARTNERSHIP

Sale of Items on the Marketplace

4.1. VIA undertakes to make available the access to the Platform to the SELLER during the effectiveness term of this Agreement, by which SELLER shall have access to its operations and information relating to the Payments, Transfers, and Retentions, Envvias, the Website operational data, instructions, guidelines, and information connected with specific and commercial conditions of the Partnership.

4.2. SELLER undertakes to register the Items to be sold on the Marketplace observing the advertising and publicity rules outlined in the Platform and prevailing laws, being solely and exclusively liable for the discrepancies and/or misinformation, and shall publish complete, accurate, and truthful information about all items to be advertised.

4.3. The definition of commercial conditions to be observed when selling the items is SELLER's sole responsibility, we suggest submitting selling conditions equal to or better than those existing at its establishments, and/or websites.

4.4. SELLER undertakes to issue Customer's order (i) within no later than two (2) business days, which can be adjusted whenever Customer has opted for regular delivery of its Order, therefore, shall previously notify VIA and Customer; (ii) on the same day Customer makes the Order, should SELLER opts for quick delivery; or, (iii) in the assumption of delivery by Envvias, SELLER shall observe the shipment term provided for in Envvias Handbook; always observing the delivery terms and conditions, according to the definition of services covenanted for the Product, as well as the conditions set forth by prevailing laws.

4.5. SELLER undertakes to sell via Marketplace only Products in inventory, except for those which, previously authorized by Via, to be categorized as specific Products, whose commercial practice determines a previous order along with respective manufacturers.

4.5.1. The Products that can be the purpose of order with manufacturer shall be advertised within a compatible delivery term and shall be duly highlighted in the Platform and advertised on the Marketplace.

4.5.2. Should SELLER fail to send the Product, purpose of order with the manufacturer, due to out-of-stock item, SELLER shall bear the remuneration owed to VIA, and, where applicable, to VVLOG, as well as all costs disbursed and duly evidenced by VIA/VVLOG.

4.5.3. Should VIA verify that SELLER remained out of stock or abandoned its operation, no longer interacting and/or making transactions in the platform for a period exceeding thirty (30) days, VIA at its sole discretion, may consider this Agreement legally terminated, under Clause 10.4.

4.6. It shall be incumbent upon VIA to process all Payments, Transfers, Retentions, Charges, reversals, and adjustments due to operations materialized on the Marketplace or, where applicable, Envvias. VIA may execute these activities through a third party (financial or payment institution) regularly contracted.

4.6.1. VIA shall collect Payments as provided for upon materialization of the transaction by Customer, not being required to accept Payment Conditions different from those made available and accepted upon purchase, and may also refuse to accept rebates, coupons, vouchers, and/or incentives granted by SELLER out of Marketplace.

4.7. VIA shall collect through tools made available on the Marketplace, information necessary to materialize and deliver transactions made by CUSTOMERS on the Website.

Shipment of Products to Customers – Envvias or directly by SELLER

4.8. Envvias may send the Products to Customers, i.e., through VVLOG Delivery Services or own

means directly contracted by SELLER.

4.9. The definition as to the delivery of Products shall occur systematically, after Customer selecting the Products, and completing the information required, taking into account: (i) the package size (width, height, and depth); (ii) the weight of packaged product; (iii) the Product to be delivered and its category; (iv) delivery place; and, (v) distribution center's address registered by SELLER (delivery origin).

4.10. Once observed all requirements, the Product shall be delivered through Envvias Delivery Services, according to the specific terms and conditions available and detailed in Appendix I, an integral and inseparable part hereof.

4.11. Should Customer's order, according to the criteria provided for in Clause 4.9. above be not classified into Delivery Services, SELLER shall be held liable and deliver the Product to Customer, according to the terms and conditions provided for herein and delivery policies included in the Website.

4.12. In the aforementioned assumption, without prejudice of other obligations and conditions provided for in applicable laws and this Agreement, SELLER shall undertake to:

4.12.1 Provide VIA, through the Marketplace Platform, with the Product shipment information, as well as keep updated the order status, at each stage, until delivery to Customer, namely, (i) invoice issued, (ii) product sent to the freighter, (iii) delivery made; as well as inform the freighter's registration data and make available the link(s) and tracking code(s) of Product(s) made available by freighter in charge of delivery, making feasible a systematic integration to extract items delivery and tracking information

4.12.2. SELLER shall bear the delivery operating expenses for the inventory informed on the Platform, such as freight, scheduled delivery, and/or another attempt of delivery, amongst others.

4.12.3. Should Customer refuse to receive the Product due to any non-conformity, SELLER shall immediately inform VIA, as well as take all the measures to deliver to Customer another Product under perfect conditions.

4.12.4. In the assumption, it is not possible to deliver the Product due to the Customer's absence or there is nobody to receive the Product on his behalf, SELLER shall immediately notify VIA, shall also try, at least, two (2) new attempts of Customer contact and delivery, according to the website policy.

Usual Conditions Applicable to the Partnership and Envvias

4.13. SELLER undertakes to sell the items observing the best technique in effect, and in relation to the sale of Products shall observe the following conditions:

a) Package the Product appropriately and compatible for Customer delivery, to keep its integrity during transportation.

b) Abstain from unreasonably canceling the order made by Customer, and if cancellation is inevitable, due to force majeure or act of God, immediately inform VIA and Customer about the cancelation.

c) Dispatch and/or deliver the Product under conditions offered and within the term defined upon materialization of purchase, also observing the delivery shift, if the Customer opts for scheduled delivery.

d) Do not send any type of order dispatch confirmation to the Customer.

e) Send a hard copy of the invoice, duly issued with the CNPJ of SELLER registered at VIA Marketplace, along with Product, ensuring compliance with applicable technical rules that determine

specifications to issue the invoice.

f) SELLER shall strictly comply with the Website Exchange and Return Policy, as well as other rules and policies informed to Customer on Website.

4.14. In the event of any doubt and/or lack of information concerning the operational terms and conditions to be practiced, SELLER undertakes to consult the help center made available in VIA's Platform to manage the Marketplace.

4.15. SELLER shall be forbidden to include any advertising material unless if previously authorized in writing by VIA, inside or out of packages, sent to Customers.

4.16. The Platform is the vehicle of communication and transmission of information by VIA/VVLOG to the SELLER, so that SELLER is required to access and consult the Platform daily. All VIA/VVLOG's guidelines and determinations sent via Platform shall be valid, effective, and deemed an integral part hereof.

4.16.1. The failure to comply with any order sent by VIA/VVLOG to the SELLER via Platform shall be considered a contractual breach for all purposes, and penalties provided herein shall apply.

4.17. SELLER undertakes to safe keeping any and all documents related to transactions made during a five-(5) year period as of the date of transaction, and shall make available and send to VIA/VVLOG the documents whenever requested, within two (2) days or lesser term, should request have occurred due to a decision of oversight bodies and/or administrative or judiciary branches.

4.18. VIA, at its discretion, may adopt evaluation mechanisms and sales audit, evaluations ranking, and SELLER performance.

4.19. Customers, at their sole discretion, may evaluate the shopping experience with SELLER on the Website. Under no circumstance, VIA/VVLOG may be held liable for evaluation registered by Customer on the Website or in any evaluation platform and/or complaint available for Customers and consumers in general.

5. ITEMS SOLD BY SELLER

5.1. SELLER declares that its items neither infringe any provision hereof, and/nor third party rights, and it agrees with ethics and good habits, offering Items not forbidden by Brazilian laws, including Items that do not violate anyway intellectual property rights (such as trademarks, patents, industrial designs, models, logotypes, etc.). Likewise, SELLER declares it ensures the legal offer and sale of its Items, being aware that VIA does not take any responsibility inclusive before third parties for their inclusion on the Website, the advertisements published, or negotiations directly and improperly made between SELLER and Customers. In the event of any disagreement of any of these provisions, VIA can suspend the efficacy or terminate this Agreement, under Clause 10.5 of Marketplace Conditions, without prejudice of resulting indemnification for losses and damages.

5.2. The sale of any illegal product shall be forbidden, to threaten human dignity, good habits, usual business practices, the right to free competition, to threaten third party rights, whether considered false or forged, without proper authorizations, defective or improper for consumption, violating applicable rules or anyway prevented from being sold bylaws, statute, government or private rule.

5.3. Under Clause above, the items listed below shall be expressly forbidden to be sold by SELLER on the Marketplace:

- a) Weapons and related, including, toy guns that may be confused with real weapons;
- b) Tobacco products (cigars, pipes, and other tobacco byproducts);
- c) Medicine;
- d) Alcoholic beverage to under eighteen (18) years of age;
- e) Products not approved or not registered by ANAC, ANATEL, ANVISA, Ministry of Agriculture, or other regulators;
- f) Living beings;
- g) Self-employed services;
- h) Photos, videos, or other records to contain scenes of explicit sex or pornography;
- i) Products originated from slave labor, crime, illegal products, and/or irregularly, deceitfully imported.

5.3.1. The list of items of Clause above is merely an example, SELLER undertakes full and sole responsibility for obtaining and keeping valid all and any authorization and/or licenses necessary to sell Items on the Marketplace, also being liable for informing in its advertisements the numbers of administrative processes relating to its authorization to perform its activities, as well as registration of Items relying on previous authorization by specific regulators, in full compliance with applicable laws.

5.3.2. SELLER undertakes and declares that adheres and observes all the recommendations included in the *'Guide of good practices and guidelines to e-commerce platforms to implement measures preventing the sale of pirated, smuggled products, or anyway violating intellectual property'* published by the National Council of Actions Against Piracy and Intellectual Property Violations ("CNCP").

5.4. Should SELLER sell imported items on the Marketplace, manufactured/made available by third parties abroad, SELLER shall be fully liable for Items before consumers and appropriate public authorities, holding VIA harmless from any measure or responsibility on any account.

5.5. SELLER also assumes responsibility for selling on the Marketplace only items whose internal or external manufacturer has licensed it the right to use copyrights, as well as the sub-licensing rights for advertising purposes and/or authorized it to distribute and sell within Territory. SELLER grants VIA authorization to use materials advertised for publicity purposes of Items on the Marketplace.

5.6. VIA, at any time, may request an audit on purchase documents relating to transactions between SELLER and its suppliers, and/or partners, to verify the origin of Items, as well as to verify the compliance with contractual obligations.

5.7. VIA may suspend the sale and SELLER's registration, under Clause 10.5, if the audit verifies any non-conformity as to the accuracy of any information sent by SELLER or any indication of fraud in a transaction, or also, due to the failure to comply with one or more conditions hereof.

6. RIGHTS AND OBLIGATIONS OF PARTIES

6.1. Without prejudice of other conditions provided for herein and applicable laws, SELLER's rights and obligations are:

a) Observe the clauses hereof and all documents to be signed between the Parties, due to the contractual relationship defined herein.

b) If any document is requested by VIA, SELLER undertakes to make it available within two (2) days or lesser term if thus indicated in the respective request.

c) Keep its registration and contact information duly updated, as well as ensure the maintenance of its regular status before all and any bodies, authorities, or entities to which it is legally bound. All tax documents issued by SELLER shall fully agree with data registered at VIA's systems, the Platform, and the Adhesion Form.

d) Observe the SLA defined by VIA in the Platform (<https://pas.viavarejo.com.br/>).

e) Use the Portuguese language politely and sufficiently clear in written and oral communications between SELLER and Customers, so that to neither confuses nor causes difficulties for Customer.

f) Materialize sales made on the Marketplace, except for cases of complete unfeasibility due to act of God or force majeure.

g) Do not employ slave labor and/or child labor, in the latter case, unless conditions provided for by laws to hire minor apprentices.

h) Prevailing rules shall be observed when any employee, supplier, or partner is hired by SELLER, especially the labor and social security standards.

i) SELLER shall be forbidden to direct Customer to any other channel of e-commerce and/or physical trade, unless under the terms and conditions provided for herein.

6.2. Should SELLER fail to comply with any item of SLA covenanted, under item (d) of Clause 6.1. above, SELLER shall immediately submit an action plan envisaging the implementation of remedial actions for this occurrence ("Action Plan"), within two (2) days as of the date of receipt of VIA's written notice, indicating SELLER's default.

6.1.1. SELLER shall implement the measures defined in the Action Plan and remedy the failure to comply with SLA. In the event of another non-compliance with SLA, VIA may suspend, retain amounts, and/or immediately terminate the Agreement, under Clause 10.4.

6.1.2. SELLER declares that it read, is aware of and fully agrees, as well as will observe and comply with all the terms and conditions hereof, the specific and commercial conditions outlined in the Platform, the Website Terms of Use, the Privacy Policy, and the Website Exchange and Return Policy.

6.1.3. SELLER shall adopt and comply with prevailing rules, including but not limited to consumer rights protection, the Consumer Defense Code, as well as specific rules applicable to the sale of each item and/or regulations determining tax and operational procedures applicable to SELLER's activities.

6.2. Without prejudice of other conditions provided for herein and applicable laws, VIA's rights and obligations:

a) Provide the tools necessary to make available payment conditions for Customers, being liable for contracting any services or mechanisms to control and validate Payments.

b) Alter, adjust or remodel the content, layout, functionalities, and/or tools relating to the website, the Platform, and/or the Marketplace.

c) Include, at its sole discretion, SELLER's items in other Websites related to the Marketplace or to have the Website advertisement as a purpose.

d) Restrict, limit or prevent, at its sole discretion, by any means or form the access of one or more Customers to the Website.

6.2.1. VIA is neither required to accept Payment Conditions different from those made available and/or chosen by Customer, nor SELLER can restrict or reject Customer's selection of Payment Conditions.

6.2.2. VIA reserves the right to not announce, disclose or make available the Marketplace tools to one or more items offered by SELLER.

6.2.3. VIA at any time, aiming at minimizing the risks of human flaws and/or misuse of the website, may impose sale limits for SELLER to include, among other aspects, the amounts practiced, quantities offered and frequency of items offer.

6.2.4. VIA, at its sole discretion, may impose limits concerning the same Customer acquiring a very large volume of the same Product, and define the number of units to be sold, as well as the limitation rules shall be appropriately informed to the SELLER, as demanded during the execution of Agreement, and SELLER fully agrees with these conditions, undertaking to cooperate with the terms covenanted herein.

7. CUSTOMER RELATIONSHIP

7.1. SELLER only shall have direct contact with Customer via service tool at the Platform, or through the integration of SELLER's service tool previously authorized by VIA.

7.2. It is expressly forbidden to send SELLER direct contact information (e-mail, telephone, amongst others) to Customers.

7.2.1. Any contact between SELLER, VIA and Customer, shall be monitored and audited by VIA, and shall always be registered by SELLER in the Platform, as guided by VIA.

7.2.2. SELLER undertakes to give proper and efficient treatment to all contacts made by Customers via Platform and shall solve all and any complaints within forty-eight (48) hours, according to the Services Level Agreement, and at most, two (2) interactions with Customer.

7.3. SELLER shall be forbidden to request any registration data, financial and/or banking information with Customers.

7.4. In the event of Customers' complaints requesting to exchange products with manufacturing defect, under Articles 18 and 26 of Consumer Defense Code, it shall be incumbent upon SELLER to withdraw these Products, as well as replace the defective product, also being liable for freight payment, not imposing any burden from Customer.

7.5. Should Customer exercise his right of withdrawal, provided for in Article 49 of Law No. 8.078/90, SELLER shall take the measures to collect the product, irrespective of any evidence and/or justification by Customer, undertaking to refund the amounts effectively paid by Customers, on any account, including taxes and freight expenses. In this assumption, if VIA is directly activated by the Customer to exercise his right of withdrawal, VIA will immediately cancel the order, and SELLER shall be liable for collecting the product.

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7.5.1. When referring to an essential product (oven, refrigerator, washing machine, mobile phones, television, amongst others), SELLER shall immediately exchange the product, and if for any reason SELLER does not exchange the product, VIA shall sue SELLER and transfer all and any costs or expenses to the SELLER through Retention.

7.6. VIA is not the owner of items offered by SELLER, it does not offer sales in the relationship between SELLER and Customer. Hence, it does not interfere in the negotiation or delivery of these items, except for VVLOG, when the Product is delivered by Envvias.

7.7. VIA, at its sole discretion, may intervene in claims or complaints made by Customers, especially and without limiting to those claims not answered by SELLER and/or in which Customer has requested VIA's intervention so that to solve problems deriving from the relationship of these Customers with SELLER aiming at preserving its image, the Website or the Marketplace, and SELLER, shall bear all resulting expenses. Notwithstanding, SELLER acknowledges that any VIA's intervention shall occur by liberality, as SELLER is the sole responsible for its Items.

7.8. In the event SELLER fails to comply with conditions covenanted with Customer, including issues relating to delivery terms and conditions, SELLER undertakes to reimburse the amounts paid by Customer, on any account, including freight expenses, without any burden for Customer, without prejudice of bearing any administrative sanctions and indemnifications imputed to VIA due to SELLER's failure.

7.9. VIA may transfer Customers' orders to other SELLERS, if SELLER does not meet the order requirements, such as inventory, price, and other business conditions, and SELLER shall be liable for paying Remuneration to VIA, as well as shall be subject to pay expenses incurred by VIA, including the difference of total order amount (Product + Freight) to occur due to different pricing of other SELLER.

8. RELATIONSHIP AND PARTIES' RESPONSIBILITY

8.1. This Agreement does not establish any labor and/or social security responsibilities among SELLER's managers, employees, workers, representatives, and advisors (and any third party hired by SELLER) and VIA. SELLER shall be liable for complying with all labor liabilities, for any costs or expenses resulting from or related to its employees to become involved, directly or indirectly, in the execution of Partnership, inclusive costs and responsibilities set forth by labor laws, or relating to social security or private pension, or any prevailing laws, refunding and keeping VIA under this Clause, under the penalty of Marketplace Conditions default being characterized.

8.2. This Partnership neither presumes nor creates any consumer relationship, under the Consumer Defense Code, between VIA and SELLER, the tools contracted herein shall serve as instruments for SELLER performing its business activities.

8.3. Except for Payment Management activities, VIA does not participate in transactions made between SELLER and Customers of Website, and SELLER shall be solely liable for tax, labor, consumer liabilities, or any other nature, deriving from transactions originated through the Website.

Parties' Responsibilities

8.4. SELLER shall execute the Partnership, in compliance with all obligations enacted by laws, being liable for the consequences stemming from any failure to comply with Marketplace Conditions, Envvias Handbook, the conditions covenanted in the Platform, Website Terms of Use, VIA's policies, and/or applicable laws.

8.5. SELLER shall be liable for the misuse of any functionality of Website and/or Marketplace, also for the use of the Platform provided by VIA, abiding by prevailing Brazilian laws.

8.6. SELLER shall be liable for all and any losses and/or damages of any nature caused to VIA, within administrative or legal scope, civil (private or from public authorities), labor, intellectual, criminal, or tax, resulting from any failure to comply with terms of previous Clauses and/or any third party claims, under Clause 8.7.3 hereafter ("Claim").

8.7. Once received any Claims, VIA shall adopt the flow of claims provided for in the following Clauses:

8.7.1. SELLER undertakes to assume any Claims, stemming from act or omission of SELLER's responsibility relating to the execution of Partnership to be filed against VIA, within legal, administrative scopes, or through out-of-court third party claim, voluntarily participating in the case records to request its entry and VIA's exclusion from proceeding or, in case of an extrajudicial claim, answering to the third party about the full exemption of VIA's responsibility.

8.7.2. Should VIA remain in case records, it shall elect attorneys for its defense, all documents and information requested for subsidies and procedural continuance shall be made available by SELLER within two (2) days as of request made by Platform and/or via e-mail by VIA, all related expenses shall be the SELLER's responsibility.

8.7.3. It is covenanted and agreed between the Parties that the Charges spent by Party, which under this Clause, is improperly claimed ("Indemnified Party"), in cases in which the other Party's responsibility is verified ("indemnifying Party"), the indemnifying Party shall fully refund the Indemnified Party all and any amounts spent thereby due to any Claim (including, but not limited to adverse judgment, fine, penalty, procedural costs, and expenses, loss of suit fees, attorney's fees, etc.).

8.7.4. The Parties agree that, in the assumption provided for in Clause 8.6 above, VIA, in the month it receives the Claim may at its sole discretion, retain from SELLER's TRANSFER, the amount corresponding to the average amount of Charges relating to similar Claims, as verified by VIA, whose amount shall be retained in a lump sum, as a guarantee for Charges payment ("Retained Amounts").

8.7.5. After the definitive conclusion of the Claim, VIA shall verify if Retained Amounts are sufficient to settle the Court Costs. Should Retained Amounts exceed Court Costs, VIA shall pay, on the date of the next SELLER's TRANSFER, the amount corresponding to the difference between the Retained Amounts and Court Costs. Should Retained Amounts be not sufficient to fully settle Court Costs, VIA shall retain from SELLER's TRANSFER, the amount corresponding to the difference between Charges and Retained Amounts.

8.8. SELLER shall monitor all Claims, Charges due, and Retained Amounts and register them directly at the Platform.

Fraud Liability

8.9. SELLER shall be liable for any fraud committed by itself or third parties bound thereto, in virtual or physical means, negligent act or omission, or also stemming from the violation of any conditions set forth herein.

8.10. VIA may retain or not materialize operations if at its discretion, verifies evidence and/or the possibility of any frauds have been committed, or other crimes in virtual or physical means relating to Customers or SELLER and shall notify SELLER about this illegal act.

8.11. VIA shall endeavor its best efforts to fight against payment frauds and other payment transaction-related crimes, providing the installation and use of tools to prevent crimes during utilization of Website and other Marketplace tools.

8.12. VIA undertakes to transfer to SELLER those sales that have been canceled due to payment fraud to result in chargeback (return/reversal of transactions amount whose payment was made via credit card due to Customer's alleged unawareness of transaction), as long as SELLER evidences the delivery of Product and/or materialization of Services rendered and has not been notified of the event before delivery of items.

Liability Limitations

8.13. VIA shall not be liable for the misuse of its Website and/or Platform, as well as any losses and damages suffered by Customer, SELLER, or a third party due to SELLER's intentional misconduct and/or guilty, and SELLER shall agree to hold VIA harmless from any burden or responsibility stemming from claims relating to referred misuse, under Clause above.

8.14. VIA does not ensure the non-stop operation, free from errors and unbreakable of the Marketplace, Website, or Platform, as well as shall not be liable for any access problems, connection unstableness, and/or deriving from telecommunications problems. In the event of unavailability of VIA's systems, SELLER shall send a notice to VIA's channel of communication for analysis, and if applicable, take the measures necessary to solve the problem.

8.15. Under no circumstance VIA shall be liable for chargeback deriving from frauds of freighters, and/or post-sale fraud, as well as chargebacks generated due to business disagreement, assumptions in which SELLER shall take responsibility, and VIA, may retain the amounts of these transactions.

8.16. None of the Parties shall be liable for the business failures of another Party and/or loss of profit, except for the cases in which intentional misconduct is verified.

8.17. All payments of Charges by SELLER to VIA, stemming from provisions of this Chapter 8 or Appendix I, shall be made under Clause 9.9. hereinbelow.

8.18. All liabilities provided for in Chapter 8 and Appendix I shall remain effective even after the end of Partnership, for any reason.

9. TRANSFER, REMUNERATION, AND PAYMENT CONDITIONS

9.1. VIA's Remuneration shall derive from the calculation of percentage defined between the Parties according to VIA's table of Remuneration included and registered for SELLER by VIA, in the Platform, multiplied by the amount of item acquired, adding the freight price paid by Customer.

9.1.1. The Parties agree that future alterations in VIA's table of Remuneration or collection of new Charges from SELLER may be agreed between the Parties, through the Platform.

9.1.2. In the event of sale of items not previously defined in VIA's table of Remuneration and the Parties do not agree with new percentages of VIA's Remuneration through the Platform, it is hereby defined a standard percentage of VIA's Remuneration of twenty percent (20%).

9.2. When applicable to Envvias, VVLOG's Remuneration shall be the freight price made available to Customer upon acquisition of Product and/or Service, along with Seller, in the Marketplace.

9.2.1. SELLER may fully or partially subsidize the freight amount, as Customer's benefit. In this assumption, SELLER shall be notified about the freight amount of respective subsidized Order and SELLER shall be liable for paying the total amount of VVLOG's Remuneration to VVLOG, which will retain the amount.

9.2.2. VVLOG shall issue the Bill of Electronic Transportation (CT-e) against SELLER, so that SELLER shall be liable for complying with tax liabilities relating to the Payments and send regular and legal documents to Customers.

9.3. SELLER agrees that VIA's and/or VVLOG's Remuneration shall be due and Transfers shall be calculated based on materialized transactions, less VIA's Remuneration, VVLOG's Remuneration (where applicable), and Charges levied and shall be effectively credited in SELLER's current account after evidence of delivery of Items to Customer.

9.4. In the assumption order is canceled by the Customer, VIA's Remuneration, at VIA's discretion, may return to the SELLER or deducted from the next Transfer to the SELLER.

9.5. Without prejudice of provisions of Appendix I, concerning Delivery Services, should Customer request the return and/or cancelation in the assumption provided for in Clause 7.5, or due to product defect, delayed delivery or a different product is received, or any other SELLER's failure, SELLER shall also be required to pay Remuneration to VIA and other Charges levied.

9.6. In case of doubts relating to VIA's Transfer and Remuneration covenanted in the Platform, SELLER can access the merchant handbook, available at (<https://pas.viavarejo.com.br/>).

Payment Conditions

9.7. VIA undertakes to, as provided for in the Transfer rules defined between the Parties and included in the Platform, transfer the amounts due to the SELLER by means of credit in the current account indicated in SELLER's Adhesion Form.

9.7.1. The current account informed by SELLER, pursuant to Clause above, shall be held and registered with the same CNPJ indicated in the Platform, as well as shall be domiciled in a Bank adhering to the Brazilian Central Bank's rules related to the clearance centralized by Payment Interbank Chamber ("CIP"), CERC System, TAG IMF Registration System or others to replace it in the Brazilian Payment System ("SPB").

9.8. SELLER undertakes to keep updated its banking information to materialize the Transfer. If SELLER requests to alter the banking information registered at VIA's systems, SELLER, is aware that the system update shall be processed within thirty (30) days and agrees that, during such period, Transfers shall be made according to the banking information before the alteration reported, without VIA incurring in any default.

9.9. The Parties agree that SELLER shall make all and any payment of amounts due to VIA/VVLOG, whether due to VIA's and/or VVLOG's Remuneration, or due to reimbursements and indemnifications resulting from damages and/or losses caused to VIA/VVLOG, provided for in Chapter 8 and/or Appendix I to the Marketplace Conditions, or, also, any amount due for any reason to VIA/VVLOG, under terms and conditions provided for herein.

9.9.1. For those obligations of payment without payment conditions expressed in the Marketplace Conditions and/or if VIA/VVLOG cannot Retain the amount, SELLER undertakes to pay within ten (10) days as of the date request is received, payment slip and/or banking information to deposit referred credit, even if this Agreement has been terminated for any reason.

9.9.2. Payment in arrears, under Clause 9.9.1., shall subject SELLER to pay a fine in an amount corresponding to two percent (2%) per month, plus one percent (1%) default interest per month, calculated from the maturity date to the effective date of payment.

9.9.3. In light of payment in arrears, VIA/VVLOG at its sole discretion may register SELLER's corporate name and CNPJ number with credit protection agencies (SPC, SERASA, and others).

10. TERM, TERMINATION, AND SUSPENSION OF AGREEMENT

10.1. This present Agreement shall take effect for an indeterminate term and shall take effect from the date of VIA's acceptance of SELLER's Adhesion.

10.2. Either party can unreasonably terminate this Agreement, without any burden through written notification, at least, five (5) days in advance, the party shall comply with obligations relating to the materialization of orders already made and make the Transfers due to the SELLER, observing the payment of Remunerations and outstanding amounts due to VIA and VVLOG.

10.3. This Agreement shall be considered amicably settled if SELLER does not agree with amendments to the terms of Clause 17.2., provided that the manifestation term provided for in Clause 17.2.1. is observed.

10.4. The Partnership can be terminated by VIA, through a written notice with immediate effects, in the assumptions below:

- a) SELLER's petition for bankruptcy or court-supervised reorganization;
- b) In the event SELLER fails to comply with any of the conditions relating to the Partnership, including but not limited to the assumptions provided for Clauses 2.9.1; 4.5.3, 5, 6.1, 6.2.1, 8.4, 14.5; and,
- c) Other assumptions provided for by laws.

10.5. In any of the assumptions of SELLER's contractual default and/or in the assumptions provided for Clause 10.4 above, VIA, at its sole discretion, before considering the Partnership terminated, may immediately suspend the trading of SELLER's items on the Marketplace, if applicable, shall Retain Transfers. After adopting these procedures, VIA shall send a notice to the SELLER, via Platform, so that within two (2) days SELLER provides the remedy or a justification for the irregularities verified.

10.5.1. Should irregularity be not remedied, or respective justification be not submitted within the deadline, VIA may consider the Agreement fully terminated.

10.6. Any succession or alteration in the ownership structure or corporate structure of contracting Parties shall not affect the maintenance of the relationship set forth herein, therefore, not justifying the reason for termination.

10.7. In the event of early termination of Partnership, for any reason, SELLER shall be subject to the effects provided for hereinbelow:

- a) Immediate withdrawal of all Items from the Website;
- b) Termination of SELLER's registration;
- c) SELLER shall be liable for all the orders materialized, and shall comply with the Marketplace Conditions until all Items are delivered;
- d) Early maturity of all obligations provided for herein.

10.8. For all payments due by SELLER to VIA in view of the termination of Partnership, the provisions of Clause 9.9 and following provisions of Marketplace Conditions shall apply.

10.9. Notwithstanding the effectiveness term and execution of Partnership, pending obligations, clauses expressly agreed upon for an indeterminate duration, and clauses which due to their nature are long-standing shall remain valid, even after its termination.

11. CONFIDENTIALITY

11.1. The Parties mutually undertake to ensure the confidentiality of all commercial secrets, technical knowledge, and other information to take cognizance one from another, and cannot use any of this confidential information, unless when previously authorized and in writing by its holder. In this regard, each party shall endeavor its best efforts so that its partners, affiliates, managers, representatives, employees, and/or other persons under their responsibility (directly or indirectly) maintain under confidentiality all the terms and conditions of this contractual instrument.

11.2. The Parties agree that description of products, prices, payment conditions, types of delivery, and other information related to products are not confidential information.

11.3. Furthermore, the Parties agree that the business and specific conditions connected with this Agreement, provided for in the Platform, are strictly confidential and shall not be released to any individual, entities, or institutions, unless: (i) if the information is publicly known; or, (ii) disclosure is required by governmental authority or order of appropriate Court, under the penalty of infringement being characterized or another penalty. In these assumptions, the material to be disclosed shall be the purpose of all governmental or judicial protection as possible, and the Party shall be obliged to reveal such information, and immediately notify the other party, so that the latter may adopt the reasonable measures along with authority or Court to protect information.

11.4. Parties undertake to take all measures necessary to protect confidential information from another party, avoiding and preventing disclosure to third parties, except if duly authorized in writing by the other party. The confidential information, however, may be revealed to employees who need to be aware thereof for the purposes of this agreement, and these employees shall be duly notified about the confidential nature of referred information, especially as to their clauses of confidentiality, undertaking in writing and personally to keep the confidentiality of information under this agreement.

11.5. SELLER upon safekeeping, storage, and treatment of personal information provided by VIA, shall observe the security standards guidelines provided for in Decree No. 8.771/2016 and all data protection laws, including but not limited to Law No. 13.709/18, as well as provisions in following clauses.

11.5.1. In the event of leakage of personal and/or confidential information, SELLER shall send a written notice to VIA, which shall acknowledge receipt, within no later than twenty-four (24) hours as of cognizance of leakage, containing at least, the following information: (i) date and hour of incident; (ii) date and hour of SELLER's acknowledgment; (iii) a list of types of data affected by incident; (iv) a list of holders affected by leakage; and (v) indication of measures that have been taken to repair the damage and avoid new incidents.

11.5.2. If VIA identifies the need of engaging an independent company specialized in technical expertise to verify the incident of personal data leakage, all costs shall be fully borne by SELLER.

11.5.3. SELLER shall allow, collaborate and give support to the execution of technical audit commissioned by VIA, with a scope defined to verify information security standards, conformity with prevailing laws, and identification of any system vulnerability ("Audit"), providing all the access necessary to execute this work.

11.5.4. SELLER shall be ensured access to all results of eventual Audit, aiming at creating an action plan and risk mitigation by SELLER ("Action Plan").

11.5.5. The Action Plan shall be sent to VIA within five (5) days, as of SELLER's receipt of a preliminary audit report. The Action Plan shall include the concrete action proposed by SELLER, with start and end date of action, as well as other information VIA deems necessary to justify the adequate action to solve the risks identified.

11.5.6. It shall be incumbent upon VIA to analyze and judge the adequacy of the Action Plan proposed against eventual risks exposed in the Audit Report, returning its opinion to the SELLER concerning the Action Plan within no later than ten (10) business days.

11.6. In the event of Agreement termination, SELLER undertakes, if applicable, to safely remove confidential information and personal data.

11.7. The obligations of this Chapter shall survive for a five-year (5) period, as of the date of termination of Partnership, also being covenanted that in case either Party infringes these obligations, by itself or its employees, representatives, the aggrieved party can legally claim and require from other Party, as provided for by prevailing laws, the related indemnification for all damages and losses caused.

12. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

12.1. **Trademark License of Use:** VIA/VVLOG without prejudice of other provisions contained in the Marketplace Conditions, is authorized to freely use and without any type of consideration, SELLER's trade names and trademarks on the Website and other tools of the Marketplace, inclusive on websites and pages directed to Items publicity and advertising.

12.2. SELLER only can use VIA/VVLOG's trade names and trademarks by means of previous and express written authorization.

12.3. **Rights:** Each Party acknowledges that the utilization of other Party's Trademarks shall neither create for itself, nor shall represent that it has any right, ownership, or interest on these Trademarks, or in relation thereto, except for the licenses expressly granted herein. Each Party agrees not to take any measure to challenge or harm the other Party's trademark rights.

12.4. **Lawsuit for Violation of Rights over Trademarks or Intellectual Property.** Each Party agrees to promptly notify the other Party through the Platform, about any unauthorized use of Trademarks or Intellectual Property of the other Party to which it is effectively aware. It shall be solely incumbent upon each Party the right and the option to file a lawsuit for violation of rights over Trademarks or Intellectual Property of this Party or due to unfair competition in relation to these Trademarks; however, noting that each party agrees to provide the other Party with reasonable cooperation and assistance in relation to any proceeding for violation of rights over Trademarks and Intellectual Property.

12.5. **Intellectual Property:** SELLER acknowledges that all intellectual property referring to the technical development to add SELLER in the Marketplace, including all tools made available therein or to be created and made available, including the system that captures stores data, the taxonomy maintenance, the search engine, the synonyms dictionaries and product databank are owned by VIA.

12.6. SELLER declares herein that there are no contracts, obligations, encumbrances, or burden preventing it to execute the Partnership and enter into this Agreement, thus, fully free and unencumbered to assume and comply with all rights and obligations stemming therefrom.

13. NOTICES

13.1. Notices and communications provided for in the Marketplace Conditions or due to Partnership shall be made in writing through electronic mail ("e-mail") or any tool and/or platform to be indicated and used by VIA to manage the Marketplace, and the parties agree that this vehicle of communication shall be sufficient for the purposes hereof, unless otherwise expressly stipulated by laws.

13.2. The authorizations for the use of VIA's Trademarks and Industrial Property Rights only can occur in writing by physical means, not applying the rule provided for in this Chapter.

13.3. Notices addressed to the SELLER shall be made via e-mail indicated in the Adhesion Form or e-mail included in the Platform, and SELLER shall be liable for maintaining and updating all its registration data and contact information, it shall notify in writing any modification to VIA/VVLOG, within no later than five (5) days as of the date of alteration.

13.4. Notices to VIA/VVLOG shall be made by opening a call at (<https://pas.viavarejo.com.br/>).

14. CODE OF CONDUCT, STATEMENTS, AND ANTICORRUPTION

14.1. SELLER states and warrants that:

a) It performs its activities in full compliance with prevailing laws, and it has all the approvals, licenses, permits, and/or authorizations necessary.

b) It adopts the actions necessary to preserve the environment, performing its activities sustainably and abiding by all applicable environmental rules at federal, state, or municipal levels.

c) It strictly complies with the Statute of Child and Adolescent (Law No. 8.069/90) and other prevailing legal or regulatory rules, it does not employ child labor, or minors under 18 years of age, including minor apprentice, in places harmful to their qualification, physical, psychological, moral and social development, as well as hazardous or unhealthy sites and services, at hours not allowing school attendance, also, during night hours (between 10:00 p.m. and 5:00 a.m.). SELLER does not maintain commercial agreement or of any type with companies exploring or employing child labor, minors under 18 years of age, without observing legal precepts.

d) It neither explores nor will explore any degraded work or similar to slave labor, observing the Universal Declaration of Human Rights, as well as the Conventions Nos. 29 and 105 of the International Labor Organization - ILO, the Declaration of Fundamental Rights and Principles at Work of ILO and the American Convention on Human Rights.

e) It does not practice discrimination and access restrictions in an employment relationship or its maintenance due to sex, origin, race, color, physical condition, religion, marital status, family situation, or any other condition.

f) Its workplace does not jeopardize employees' physical integrity or health, continuously putting into practice actions to reduce accidents and improve the working conditions of its employees. At the workplace, employees have access to drinkable water, clean restrooms in proper quantity, adequate ventilation, emergency exits, appropriate lighting, and safety conditions.

g) It adopts all the measures and procedures necessary to fully comply with all determinations imposed by Personal Data Protection Law No. 13.709/18.

h) It does not hire third parties not performing their activities in conformity with the precepts mentioned above.

14.2. SELLER declares to be aware and undertakes to observe and ensure its employees comply with VIA's Code of Ethical Conduct, as far as it is concerned thereto, and fully abide by VIA's Anticorruption Rule, both made available at (<http://ri.viavarejo.com.br>).

14.3. SELLER declares is neither an entity related to VIA or entities of its Economic Group nor any of its partners, managers or employees, under CVM Resolution No. 642/2010, therefore, declares that its managers, partners, and employees, including relatives up to third-degree (i), are not partners of any entity of VIA's Economic Group, with equity interest exceeding five percent (5%); (ii) they do not hold an office that may influence this present contract of entity pertaining to VIA's Economic Group; and/or (iii) they do not maintain a relationship of economic dependence or subordination with any entity of VIA's Economic Group; (iv) they are not aware of any situation, condition or event with any manager or partner, with equity interest exceeding five percent (5%) of entity pertaining to VIA's Economic Group allowing SELLER to obtain a commercial advantage in any potential or actual transaction or business relation with any entity of VIA's Economic Group.

14.4. SELLER undertakes, and cause its affiliates or owners, shareholders, employees, or any sub-contractors to abide by Anticorruption Law (Law No. 12.846/13) and related regulations, and shall (i) adopt the best practices of integrity and internal controls, aiming at preventing acts of corruption, fraud, illegal practices or money laundering; (ii) abstain from practicing acts of corruption and harmfully acting towards public administration, in the interest or to the benefit, exclusive or not, of VIA; especially do not give, offer, promise, directly or indirectly, any valuable or advantage to a public agent or person related thereto, aiming at obtaining undue advantage, influence act or decision or direct illegal businesses; and (iii) if aware of any fact or act to violate referred rules, immediately notify VIA, via whistleblowing channel 0800-4504504, e-mail: viavarejo@canaldedenuncia.com.br, or website www.canaldedenuncia.com.br/viavarejo/ so that measures deemed necessary are taken.

14.5. SELLER declares is aware that, should VIA verify that any of the statements and warranties mentioned above are not observed, it may suspend SELLER accesses and trade on the Marketplace and, at its sole discretion, may immediately terminate the Partnership without applying any penalty and is entitled to be refunded, if such default causes it any damage, under Chapter 10.4 of Marketplace Conditions.

15. MISCELLANEOUS

15.1. SELLER is aware of and agrees that all and any claims stemming from this Agreement and the Partnership between the Parties, including but not limited to the objection of credit and debit amounts between the Parties, shall be registered along with VIA within no later than ninety (90) days as of the date of occurrence of the fact, the subject-matter of SELLER's complaint. After this term, the right to complain shall cease, SELLER, shall give to VIA full settlement as to the compliance with all its contractual obligations in the period indicated.

15.2. Under Clause above, VIA at its sole discretion may send to the SELLER, half-yearly a letter of discharge which shall be promptly signed and returned to VIA.

15.3. SELLER promptly authorizes VIA/VVLOG to share all its registry information and results of its Evaluations, with partner companies executing the Evaluation and/or audits; with financial institutions and/or payment institutions participating in the flow of receivables and Transfers of payments by VIA/VVLOG to the SELLER; freighters and/or Delivery Services sub-contractors, where applicable; with companies of VIA's same economic group to make feasible and enhance KYC (Know your customer), fraud and credit analysis information; also, authorize marketing campaigns, products, and services offered by other companies of VIA's same economic group.

15.4. This Agreement does not establish any exclusiveness between the Parties, nor among holding companies, associated companies and/or subsidiaries, their legal representatives, board members, officers, and/or employees of Parties.

15.5. The non-exercise by either Party of any rights or authorizations conferred thereto by this agreement or law, as well as any forbearance against contractual infringements committed by other Party, shall not imply in waiving any of its legal contractual rights, renewal, or amendment to the clauses hereof, and the Party, and its sole discretion, may exercise them at any moment.

15.6. SELLER cannot assign, and under no circumstance, fully or partially transfer this agreement or any rights stemming therefrom, without the written consent of VIA. VIA, at its discretion and interest, may assign the credits deriving therefrom, with which SELLER agrees and authorizes.

15.7. This Agreement restates all and any previous negotiation or covenant, oral or in writing, referring to its subject matter, therefore, superseding and replacing all previous contracts, understandings, negotiations, and conversations, under Clause 17.1.

15.8. If due to any unappealable court decision, any provision or term hereof is rendered null or cancellable, such nullity shall not affect other clauses hereof, which shall remain fully effective, bidding both Parties.

15.9. The Parties hereof are independent and nothing contained herein shall be construed as creating an employment relationship, representativeness relationship, joint venture, legal entity, or consortium between the Parties. None of them shall have any right, power, or authority to assume any obligation or responsibility on behalf of or account of another party.

15.10. SELLER shall be liable for paying all and any tax to be levied in the execution of the subject matter hereof, as long as it is classified into the legal position as the taxable person or taxpayer.

15.11. SELLER agrees that this Instrument, as well as other documents to be signed between the Parties due to the Partnership, including Notices, can be signed electronically, by means of tools to be made available by VIA, and the Parties acknowledge that the electronic signatures of their legal representatives shall be valid and effective, under Article 10, Paragraph 2 of Provisional Measure No. 2.200/2001-2.

15.12. SELLER declares that this Instrument (i) does not infringe any provision of its corporate documents; (ii) does not violate, it does not infringe anyway, neither constitutes nor gives cause to the default of any contractual provision, commitments, or other relevant obligations to which the Parties are a party or to which they are bound; (iii) does not infringe any provision of law, decree, rule or regulation, administrative or legal order to which either Party is subject; (iv) does not require any consent, approval or authorization of, notice to, or filing or registration with any individual or legal entity, or court; (v) does not require any consent, approval or authorization of, notice to, filing or registration

with any individual, or legal entity, due to corporate negotiations, among them, but not limited to companies merger, spin-off, or incorporation.

16. APPLICABLE LAWS AND JURISDICTION

16.1. The Marketplace Conditions shall be governed by the laws of the Federative Republic of Brazil.

16.2. In the event of any claim or controversy stemming from Marketplace Conditions and the Partnership, related thereto or resulting from its infringement, the Parties shall endeavor their best efforts to solve the matter amicably. Thus, the Parties shall negotiate to obtain a fair and satisfactory solution for both of them.

16.3. Should Parties do not reach an agreement, the parties elect the courts of the district of São Caetano do Sul, state of São Paulo, to settle any controversies, with prejudice of any other, no matter how privileged it may be.

17. REGISTRATION AND ALTERATIONS IN THE MARKETPLACE CONDITIONS

17.1. The Marketplace Conditions are executed by VIA, they replace and amend the Agreements dated August 13, 2014, registered before the 8th Registry of Deeds and Documents of the city of São Paulo under registration No. 1.359.980 of September 5, 2018, registered before the 2nd Registry TDPJ São Caetano do Sul/SP under registration No. 47439, and January 23, 2020, registered before the 2nd Registry TDPJ São Caetano do Sul/SP under registration No. 49396, and September 29, 2020, registered before the 2nd Registry TDPJ São Caetano do Sul/SP under registration No. 49791, publicly registered before the 2nd Registry TDPJ São Caetano do Sul/SP under prevailing laws, now shall have validity and efficacy before third parties, being enforceable upon SELLER upon adhesion.

17.2. VIA may at any time and one-sidedly alter the terms of the Marketplace Conditions, the Website Term of Use, or the conditions covenanted in the Platform.

17.2.1. The alteration of any condition, inclusive of commercial nature, may occur at any time by VIA, by means of SELLER's previous and written notice, and new conditions shall apply, within ten (10) days after receipt of notice by SELLER.

17.2.2. In the assumption, SELLER does not agree with alterations to be promoted or with any of the commercial conditions defined by VIA, it shall notify VIA in writing, within ten (10) days, as of receipt of the referred notice, to remedy this present agreement, under the penalty of acceptance of new conditions defined by VIA.

17.3. Any amendment to the terms hereof shall be the purpose of registration at the Registry of Deeds and Documents.

São Caetano do Sul, August 25, 2021.

(Page of signatures hereinbelow)

Page 1/1 of signatures of General Trading Conditions at the Electronic Environment – VIA Marketplace of August 25, 2021.

VIA S.A.

Abel Ornelas Vieira Roberto Fulcherberguer

VVLOG LOGÍSTICA LTDA.

Abel Ornelas Vieira Roberto Fulcherberguer

APPENDIX I – ENVVIAS

DELIVERY SERVICES

This Appendix is an integral and inseparable part of the General Trading Conditions at the Electronic Environment – VIA Marketplace

1. PURPOSE

1.1. The purpose of this Appendix is to detail the terms and conditions for VVLOG rendering to the SELLER, Items Delivery Services to Customers within the Territory's boundaries, observing restrictions in certain VVLOG's delivery perimeters.

1.2. Whenever SELLER's Products delivery is determined by Delivery Services, the Parties covenant and agree that the conditions provided for in this Appendix when they do not complement, they shall replace and prevail over conditions provided for in General Trading Conditions at the Electronic Environment – Marketplace.

2. ENVVIAS OPERATING CONDITIONS

2.1. SELLER, immediately agrees that it had access and is aware of all operating conditions applicable to the Delivery Services through Envvias Handbook, as well as undertakes to fully comply with all provisions mentioned therein and always consult updated conditions, taking into consideration that VVLOG, at any moment, may alter the definitions provided for in Envvias Handbook, including, but not limited to inclusion and/or exclusion of Product categories envisaged in Delivery Services.

2.2. Delivery Services can be provided in two modes: (i) mailing; or, (ii) pickup. VVLOG shall define which mode shall apply to each SELLER and may alter it according to its interests.

2.2.1. In the mailing mode, the transportation label to send the Item to the Customer shall be made available via API (systematic integration) to be printed by SELLER, who shall label and deliver the Item to be shipped in a collection point among the options previously informed by VVLOG.

2.2.2. In the pickup mode, the transportation label to ship the Item to the Customer shall be made available via API (systematic integration) to be printed by SELLER, who shall label and make available the Item, so that VVLOG may pick it up at SELLER's address.

2.2.2.1. SELLER may opt, when made available by VVLOG, for delivering the Item at one of the addresses of VIA's premises for VVLOG's pickup in Delivery Services and/or withdrawal by Customer.

2.2.2.2. Whenever a Customer acquires more than one Product in the same order, under previous Clauses, as many labels will be made available as Products acquired and individually considered. In this assumption, SELLER shall be liable for observing all the shipment requirements and conditions of each Product individually; likewise, VVLOG Remuneration and Transfer to the SELLER shall be considered, so that, although SELLER includes all Products in one package with a single label, VVLOG Remuneration by

Product shall be due.

2.2.2.3. SELLER shall be forbidden to use all and any label made available for any purpose rather than VVLOG Delivery Services, being fully liable for the correct utilization of labels under this Agreement.

2.2.3. In any of the modes provided for above, SELLER shall be held liable and undertakes to observe all the conditions and requirements necessary to pack and identify the Item to be shipped, under the terms indicated by VVLOG, provided for in the Merchant Handbook.

2.3. The definition of freight price to be paid by Customer to ship the Item acquired, upon materialization of order at the Marketplace is VVLOG's sole responsibility, which shall bear all costs and expenses, exclusively relating to the Product shipment resulting from Delivery Services.

2.3.1. Should freight price exceed that informed by VVLOG due to incorrect information provided by SELLER, the difference amount shall be deducted by VIA from the amount to be transferred to the SELLER.

2.4. If the delivery option is not for VVLOG, under Clause 4.11 of Marketplace Conditions, SELLER shall be required to ship the order to the Customer, as well as bear all the delivery-related costs and expenses, under the terms of the Marketplace Conditions.

2.4.1. If, under Clause 4.11. of Marketplace Conditions, the Product is classified into Delivery Services and VVLOG delivery is systematically selected, but SELLER ships the order to Customer by own means, being liable for all delivery-related expenses and costs, Retention shall include VVLOG Remuneration, without, however, enabling the rendering of Delivery Services, in this assumption, SELLER undertakes and is liable for taking all the measures necessary, by opening respective calls on the Platform, so that order delivery information is directly updated in Customer's order.

2.5. The Parties agree, where applicable, if possible to operate the reverse logistics through a partnership between VVLOG and the Brazilian Postal Service, VVLOG shall operate the reverse logistics of Delivery Services Products.

2.5.1. In the assumption provided for in the aforementioned Clause, SELLER shall take all the measures to operate the reverse logistics according to the guidelines to be provided by VVLOG shall be available at Envias Handbook, including, but without limitation, observing the thresholds defined for the Product package dimensions, appropriately advising Customer to effectively ship the Product.

Shipment Procedures

2.6. Once opted for Delivery Services, VVLOG shall guide and indicate to the SELLER, via Platform, the Item shipment conditions for the Customer. All conditions shall be fully observed by SELLER to guarantee the execution of Delivery Services.

2.7. VVLOG shall make available to the SELLER, on the Platform, the transportation label to be printed and copied on the external side of package purpose of delivery, as well as all information relating to the

items and deliveries, the purpose of VVLOG Delivery Services, making available to Customer the update of his order delivery flow.

2.7.1. SELLER is aware that information registered to update Customer's order delivery flow may endure until forty-eight (48) business hours to be materialized due to systematic integrations, telecom services, among other reasons which are not VVLOG's responsibility, so that, delayed update of information and Customer's order delivery status shall not be considered a failure in the rendering of Delivery Services.

2.8. SELLER undertakes and warrants that:

- a) It shall register the Item for delivery, clearly and accurately informing the Item's dimension and weight;
- b) It shall issue the Item invoice and affix it on the package external side;
- c) It shall include in the package the same information provided to VVLOG in relation to delivery information indicated by Customer, i.e., full name and address;
- d) It shall use the appropriate package to Item to be delivered, so that, package protects Item from any damage;
- e) It shall bear all the costs and expenses relating to Item packaging and comply with Delivery Services requirements;
- f) It shall observe all delivery-specific requirements, indicated by VVLOG, even if these are requirements from a sub-contractor third party to provide Delivery Services.

2.9. SELLER undertakes to make available the Item, according to the delivery mode defined by VVLOG, within the term indicated to the SELLER on the Platform. The Item shall be made available within the covenanted term, observing the basic requirements indicated in Clause 2.8. above, as well as Envias Handbook provisions.

2.9.1. In the assumption provided for in Clause 2.2.2.1. hereof, VIA shall make available a physical, dedicated, signaled site exclusively destined for the safekeeping, delivery, and receipt of SELLER's item, with VIA's intervention.

2.9.2. Without prejudice of other obligations hereof, the tax documents of Items to be withdrawn at VIA's premises, shall contain additional fields including address, CNPJ number, and state registration of VIA's premise selected as the pickup point, also observing any additional obligations mentioned in Envias Handbook.

2.10. In the event of default by SELLER, of conditions and requirements provided for in the aforementioned clauses, SELLER, is aware and undertakes to bear all and any cost and/or expenses required or collected by freighter. Should freighter refuse to deliver the Item to Customer, due to non-compliance, SELLER shall be held liable for delivering the order under Marketplace Conditions, the assumption in which the freight price shall be included in SELLER's Transfer.

2.10.1. Under no assumption, VVLOG and/or VIA shall be held liable for delivery information directly registered by the Customer upon Product acquisition.

2.11. Upon Item availability for VVLOG delivery, whether due to delivery at the pickup point or withdrawal by freighter at the site indicated by SELLER, VVLOG shall serve Customers exclusively and directly related to Delivery Services. In the event of any call from the Customer, before shipping the Item to VVLOG, services still shall be SELLER's responsibility, under the Marketplace Conditions.

2.12. Should Customer cancel the order after Product delivery to the company (sub-contractor or not) which shall provide the Delivery Services, VVLOG shall retain VVLOG Remuneration from SELLER's Transfer and any reimbursement of freight amount shall not be due by VVLOG to the SELLER.

2.13. In the event of no delivery of Product to Customer, whether due to (i) Customer's refusal to receive the product on account of any non-compliance; or, (ii) Product cannot be delivered due to Customer's absence or someone's absence to receive the Product on his behalf; the Product shall return to the pickup point and VVLOG shall inform the event to the SELLER who, within no later than seven (7) days as of receipt of the notice, shall withdraw the Product at the pickup point. Once expired the term without SELLER withdrawing the Product, VIA may collect fees and/or transfer the costs relating to the Product storage, as well as, at its sole discretion may discard the Product.

Responsibilities

2.14. Without prejudice of provisions under the Marketplace Conditions, the Parties agree upon the following:

2.14.1. **Delays.** SELLER, under Clause 8 of the Marketplace Conditions, shall be held liable for delayed delivery of Item to the Customer, due to SELLER's failure to comply with its contractual obligations, especially, without restrictions, this Clause 2. Should delayed delivery result from any VVLOG's act or omission, VVLOG shall be the liable party.

2.14.2. **Tax Liabilities.** SELLER fully and solely undertakes all the tax liabilities applicable to its activities, including, but not limited to the obligations relating to the sale of Product and the related issue of Invoice, as well as any activity connected with the Product transportation and release of Product along with appropriate authorities for its free transport.

2.14.2.1. In the event of hindrance and/or situations of an impediment to VVLOG ship the Products, SELLER, promptly authorizes VVLOG, to make the payments necessary to release transportation, at its sole discretion, being liable for subsequent reimbursement of these amounts to VVLOG under this Agreement.

2.14.3. **Losses and Damages.** VVLOG shall be held liable for any damage, loss, theft, or robbery to occur during Delivery Services, i.e., from the shipment of Item to VVLOG, under Clause 2.11. hereof, until effective delivery to Customer. VVLOG does not undertake responsibility for any losses or damages that occurred during the reverse logistics route and/or losses/damages deriving from any SELLER's failure to comply with its contractual obligations.

2.15. Under no assumption, VVLOG shall be held liable for indirect damages due to this Partnership. In the assumption provided for in Clause 2.14.3. above, VVLOG shall reimburse the Product amount to the SELLER, purpose of the event, mentioned in the related Invoice, according to conditions of the following

clause. The reimbursement amount shall be excluded in the event of any refund of subsequent direct damages evidenced SELLER requests to VVLOG, without prejudice of analysis as to the reasonableness for any additional reimbursement.

2.15.1. Should lost Item be located and returned to the SELLER, VVLOG shall be promptly authorized to chargeback/deduct the amount paid to the SELLER by VVLOG, as reimbursement and/or refund, under the previous Clause, in the first Transfer after the return of Product to the SELLER.

2.16. The payment of any reimbursement due by VVLOG to the SELLER shall be made along with the first Transfer to occur within ninety (90) days as of the date when the Loss or Damage has occurred.

2.17. The indication of Products information in disagreement with reality, as well as the misuse of labels issued through VVLOG Delivery shall result in the application of penalties provided for herein, without prejudice of SELLER's responsibility for any additional costs relating to the Product shipment and damages caused to VVLOG or third parties.