

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2021**

-OR-

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number **001-33647**

MercadoLibre, Inc.

(Exact name of Registrant as specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

98-0212790

(I.R.S. Employer
Identification Number)

**Pasaje Posta 4789, 6th Floor
Buenos Aires, Argentina, C1430EKG**
(Address of registrant's principal executive offices)

(+5411) 4640-8000
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	MELI	Nasdaq Global Select Market
2.375% Sustainability Notes due 2026	MELI26	The Nasdaq Stock Market LLC
3.125% Notes due 2031	MELI31	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

49,852,319 shares of the issuer's common stock, \$0.001 par value, outstanding as of May 4, 2021.

MERCADOLIBRE, INC.
INDEX TO FORM 10-Q

PART I. FINANCIAL INFORMATION	
Item 1 — Unaudited Interim Condensed Consolidated Financial Statements	
Interim Condensed Consolidated Balance Sheets as of March 31, 2021 and December 31, 2020	1
Interim Condensed Consolidated Statements of Income for the three-month periods ended March 31, 2021 and 2020	2
Interim Condensed Consolidated Statements of Comprehensive Income for the three-month periods ended March 31, 2021 and 2020	3
Interim Condensed Consolidated Statements of Equity for the three-month periods ended March 31, 2021 and 2020	4
Interim Condensed Consolidated Statements of Cash Flows for the three-month periods ended March 31, 2021 and 2020	5
Notes to Interim Condensed Consolidated Financial Statements (unaudited)	6
Item 2 — Management’s Discussion and Analysis of Financial Condition and Results of Operations	31
Item 3 — Qualitative and Quantitative Disclosures About Market Risk	52
Item 4 — Controls and Procedures	55
PART II. OTHER INFORMATION	56
Item 1 — Legal Proceedings	56
Item 1A — Risk Factors	56
Item 2 — Issuer Purchases of Equity Securities	57
Item 6 — Exhibits	58
INDEX TO EXHIBITS	58

MercadoLibre, Inc.
Interim Condensed Consolidated Balance Sheets
As of March 31, 2021 and December 31, 2020
(In thousands of U.S. dollars, except par value)
(Unaudited)

	March 31, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 862,720	\$ 1,856,394
Restricted cash and cash equivalents	325,636	651,830
Short-term investments (634,067 and 636,949 held in guarantee - see Note 4)	980,076	1,241,306
Accounts receivable, net	64,815	49,691
Credit cards receivable and other means of payments, net	883,670	863,073
Loans receivable, net	416,600	385,036
Prepaid expenses	43,291	28,378
Inventory	131,460	118,140
Other assets	191,923	152,959
Total current assets	3,900,191	5,346,807
Non-current assets:		
Long-term investments	175,601	166,111
Loans receivable, net	18,849	16,619
Property and equipment, net	458,640	391,684
Operating lease right-of-use assets	345,313	303,214
Goodwill	82,830	85,211
Intangible assets, net	20,271	14,155
Deferred tax assets	124,272	134,916
Other assets	71,888	67,615
Total non-current assets	1,297,664	1,179,525
Total assets	\$ 5,197,855	\$ 6,526,332
Liabilities		
Current liabilities:		
Accounts payable and accrued expenses	\$ 612,206	\$ 767,336
Funds payable to customers and amounts due to merchants	1,527,971	1,733,095
Salaries and social security payable	193,166	207,358
Taxes payable	240,167	215,918
Loans payable and other financial liabilities	514,540	548,393
Operating lease liabilities	67,264	55,246
Other liabilities	49,635	108,534
Total current liabilities	3,204,949	3,635,880
Non-current liabilities:		
Salaries and social security payable	20,695	49,852
Loans payable and other financial liabilities	1,659,898	860,876
Operating lease liabilities	277,264	243,601
Deferred tax liabilities	41,233	64,354
Other liabilities	24,220	20,191
Total non-current liabilities	2,023,310	1,238,874
Total liabilities	\$ 5,228,259	\$ 4,874,754
Commitments and Contingencies (Note 9)		
Equity		
Common stock, \$0.001 par value, 110,000,000 shares authorized, 49,852,319 and 49,869,727 shares issued and outstanding at March 31, 2021 and December 31, 2020	\$ 50	\$ 50
Additional paid-in capital	275,632	1,860,502
Treasury stock	(80,126)	(54,805)
Retained earnings	280,103	314,115
Accumulated other comprehensive loss	(506,063)	(468,284)
Total Equity	(30,404)	1,651,578
Total Liabilities and Equity	\$ 5,197,855	\$ 6,526,332

The accompanying notes are an integral part of these interim condensed consolidated financial statements.

MercadoLibre, Inc.
Interim Condensed Consolidated Statements of Income
For the three-month periods ended March 31, 2021 and 2020
(In thousands of U.S. dollars, except for share data)
(Unaudited)

	Three Months Ended March 31,	
	2021	2020
Net service revenues	\$ 1,230,904	\$ 639,892
Net product revenues	147,537	12,199
Net revenues	1,378,441	652,091
Cost of net revenues	(787,064)	(339,277)
Gross profit	591,377	312,814
Operating expenses:		
Product and technology development	(126,035)	(73,435)
Sales and marketing	(288,159)	(206,507)
General and administrative	(86,339)	(62,566)
Total operating expenses	(500,533)	(342,508)
Income (loss) from operations	90,844	(29,694)
Other income (expenses):		
Interest income and other financial gains	25,071	36,784
Interest expense and other financial losses (*)	(91,289)	(23,584)
Foreign currency losses	(15,089)	(186)
Net income (loss) before income tax expense	9,537	(16,680)
Income tax expense	(43,549)	(4,429)
Net loss	\$ (34,012)	\$ (21,109)

(*) Includes \$49,247 thousands of loss on debt extinguishment and premium related to the 2028 Notes repurchase. See Note 11 to these unaudited interim condensed consolidated financial statements for further detail on 2028 Notes repurchase.

	Three Months Ended March 31,	
	2021	2020
Basic EPS		
Basic net loss		
Available to shareholders per common share	\$ (0.68)	\$ (0.44)
Weighted average of outstanding common shares	49,867,625	49,709,955
Diluted EPS		
Diluted net loss		
Available to shareholders per common share	\$ (0.68)	\$ (0.44)
Weighted average of outstanding common shares	49,867,625	49,709,955

The accompanying notes are an integral part of these interim condensed consolidated financial statements.

MercadoLibre, Inc.
Interim Condensed Consolidated Statements of Comprehensive Income
For the three-month periods ended March 31, 2021 and 2020
(In thousands of U.S. dollars)
(Unaudited)

	Three Months Ended March 31,	
	2021	2020
Net loss	\$ (34,012)	\$ (21,109)
Other comprehensive loss, net of income tax:		
Currency translation adjustment	(41,869)	(94,597)
Unrealized gains on hedging activities	3,670	3,981
Unrealized net gains on available for sale investments	—	2,268
Less: Reclassification adjustment for gains from accumulated other comprehensive loss	(420)	1,705
Net change in accumulated other comprehensive loss, net of income tax	(37,779)	(90,053)
Total Comprehensive loss	\$ (71,791)	\$ (111,162)

The accompanying notes are an integral part of these interim condensed consolidated financial statements.

MercadoLibre, Inc.
Interim Condensed Consolidated Statements of Equity
For the three-month periods ended March 31, 2021 and 2020
(In thousands of U.S. dollars)
(Unaudited)

	Common stock		Additional paid-in capital	Treasury Stock	Retained Earnings	Accumulated other comprehensive loss	Total Equity(*)
	Shares	Amount					
Balance as of December 31, 2020	49,870	\$ 50	\$ 1,860,502	\$ (54,805)	\$ 314,115	\$ (468,284)	\$ 1,651,578
Stock-based compensation — restricted shares issued	—	—	178	—	—	—	178
Capped Call	—	—	(100,769)	—	—	—	(100,769)
Repurchase of 2028 Notes Conversion Option	—	—	(1,484,279)	—	—	—	(1,484,279)
Common Stock repurchased	(18)	—	—	(25,321)	—	—	(25,321)
Net loss	—	—	—	—	(34,012)	—	(34,012)
Other comprehensive loss	—	—	—	—	—	(37,779)	(37,779)
Balance as of March 31, 2021	49,852	\$ 50	\$ 275,632	\$ (80,126)	\$ 280,103	\$ (506,063)	\$ (30,404)

(*) The Total Equity of the Company as of March 31, 2021 decreased from \$1,651,578 thousands to \$(30,404) thousands, mainly, due to the impact of 2028 Notes repurchased. See Note 11 to these unaudited interim condensed consolidated financial statements for further detail on 2028 Notes repurchase transaction.

	Common stock		Additional paid-in capital	Treasury Stock	Retained Earnings	Accumulated other comprehensive loss	Total Equity
	Shares	Amount					
Balance as of December 31, 2019	49,710	\$ 50	\$ 2,067,869	\$ (720)	\$ 322,592	\$ (406,671)	\$ 1,983,120
Changes in accounting standards	—	—	—	—	(4,570)	—	(4,570)
Balance as of December 31, 2019 Restated	49,710	\$ 50	\$ 2,067,869	\$ (720)	\$ 318,022	\$ (406,671)	\$ 1,978,550
Stock-based compensation — restricted shares issued	—	—	179	—	—	—	179
Net loss	—	—	—	—	(21,109)	—	(21,109)
Redeemable convertible preferred stock dividend distribution (\$9.99 per share)	—	—	—	—	(1,000)	—	(1,000)
Other comprehensive loss	—	—	—	—	—	(90,053)	(90,053)
Balance as of March 31, 2020	49,710	\$ 50	\$ 2,068,048	\$ (720)	\$ 295,913	\$ (496,724)	\$ 1,866,567

The accompanying notes are an integral part of these interim condensed consolidated financial statements.

MercadoLibre, Inc.
Interim Condensed Consolidated Statements of Cash Flows
For the three-month periods ended March 31, 2021 and 2020
(In thousands of U.S. dollars)
(Unaudited)

	Three Months Ended March 31,	
	2021	2020
Cash flows from operations:		
Net loss	\$ (34,012)	\$ (21,109)
Adjustments to reconcile net loss to net cash used in operating activities:		
Unrealized devaluation loss, net	24,772	18,505
Depreciation and amortization	38,416	21,550
Accrued interest	(4,045)	(22,352)
Non cash interest, convertible notes amortization of debt discount and amortization of debt issuance costs and other charges	34,137	(3,632)
Bad debt charges	83,829	24,419
Financial results on derivative instruments	(18,989)	(16,767)
Stock-based compensation expense — restricted shares	178	179
LTRP accrued compensation	22,916	15,664
Deferred income taxes	3,988	(4,199)
Changes in assets and liabilities:		
Accounts receivable	21,064	19,748
Credit cards receivables and other means of payments	(62,274)	(33,303)
Prepaid expenses	(15,218)	8,560
Inventory	(18,958)	(5,272)
Other assets	(34,882)	(5,796)
Payables and accrued expenses	(143,763)	(43,101)
Funds payable to customers and amounts due to merchants	(106,866)	(21,344)
Other liabilities	(62,768)	(32,206)
Interest received from investments	9,478	14,805
Net cash used in operating activities	<u>(262,997)</u>	<u>(85,651)</u>
Cash flows from investing activities:		
Purchase of investments	(2,415,091)	(1,323,631)
Proceeds from sale and maturity of investments	2,588,681	1,249,960
Receipts from settlements of derivative instruments	1,585	3,668
Payment for acquired businesses, net of cash acquired	—	(7,561)
Payment from settlements of derivative instruments	(3,897)	—
Purchases of intangible assets	(7,805)	(93)
Changes in principal of loans receivable, net	(148,734)	(27,250)
Purchases of property and equipment	(112,672)	(45,175)
Net cash used in investing activities	<u>(97,933)</u>	<u>(150,082)</u>
Cash flows from financing activities:		
Proceeds from loans payable and other financial liabilities	1,839,617	749,617
Payments on loans payable and other financial liabilities	(704,307)	(593,497)
Payments on repurchase of the 2028 Notes	(1,865,076)	—
Payment of finance lease obligations	(3,863)	(564)
Purchase of convertible note capped call	(100,769)	—
Dividends paid of preferred stock	—	(1,000)
Common Stock repurchased	(25,321)	—
Net cash (used in) provided by financing activities	<u>(859,719)</u>	<u>154,556</u>
Effect of exchange rate changes on cash, cash equivalents, restricted cash and cash equivalents	<u>(99,219)</u>	<u>(104,864)</u>
Net decrease in cash, cash equivalents, restricted cash and cash equivalents	<u>(1,319,868)</u>	<u>(186,041)</u>
Cash, cash equivalents, restricted cash and cash equivalents, beginning of the period	\$ 2,508,224	\$ 1,451,424
Cash, cash equivalents, restricted cash and cash equivalents, end of the period	<u>\$ 1,188,356</u>	<u>\$ 1,265,383</u>

The accompanying notes are an integral part of these interim condensed consolidated financial statements.

1. Nature of Business

MercadoLibre, Inc. (“MercadoLibre” or the “Company”) was incorporated in the state of Delaware, in the United States of America, in October 1999. MercadoLibre is the largest online commerce ecosystem in Latin America, serving as an integrated regional platform and as a provider of necessary digital and technology tools that allow businesses and individuals to trade products and services in the region.

The Company enables commerce through its marketplace platform, which allows users to buy and sell in most of Latin America. Through Mercado Pago, the fintech solution, MercadoLibre enables individuals and businesses to send and receive digital payments; through Mercado Envios, MercadoLibre facilitates the shipping of goods from the Company and sellers to buyers; through the advertising products, MercadoLibre facilitates advertising services for large retailers and brands to promote their product and services on the web; through Mercado Shops, MercadoLibre allows users to set-up, manage, and promote their own on-line web-stores under a subscription-based business model; through Mercado Credito, MercadoLibre extends loans to certain merchants and consumers; and through Mercado Fondo, MercadoLibre allows users to invest funds deposited in their Mercado Pago accounts.

As of March 31, 2021, MercadoLibre, through its wholly-owned subsidiaries, operated online e-commerce platforms directed towards Argentina, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Peru, Mexico, Panama, Honduras, Nicaragua, El Salvador, Uruguay, Bolivia, Guatemala, Paraguay and Venezuela. Additionally, MercadoLibre operates its FinTech solution in Argentina, Brazil, Mexico, Colombia, Chile, Peru and Uruguay, and extends loans through Mercado Credito in Argentina, Brazil and Mexico. It also offers a shipping solution directed towards Argentina, Brazil, Mexico, Colombia, Chile and Uruguay.

2. Summary of significant accounting policies

Basis of presentation

The accompanying unaudited interim condensed consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) and include the accounts of the Company, its wholly-owned subsidiaries and consolidated Variable Interest Entities (“VIE”). These interim condensed consolidated financial statements are stated in U.S. dollars, except where otherwise indicated. Intercompany transactions and balances with subsidiaries have been eliminated for consolidation purposes.

Substantially all net revenues, cost of net revenues and operating expenses are generated in the Company’s foreign operations. Long-lived assets, intangible assets and goodwill located in the foreign jurisdictions totaled \$552,837 thousands and \$490,464 thousands as of March 31, 2021 and December 31, 2020, respectively.

These interim condensed consolidated financial statements reflect the Company’s consolidated financial position as of March 31, 2021 and December 31, 2020. These consolidated financial statements include the Company’s consolidated statements of income, comprehensive income, equity and cash flows for the three-month periods ended March 31, 2021. These interim condensed consolidated financial statements include all normal recurring adjustments that Management believes are necessary to fairly state the Company’s financial position, operating results and cash flows.

From the quarter ended March 31, 2021 the Company disclosed Net product revenues as a separate line of Net revenues following its growth in significance relative to Net service revenues. As a result, the Company has reclassified the corresponding amount of the three month period ended March 31, 2020 to the line Net product revenues for an amount of \$12,199 thousands for comparative purposes.

Because all of the disclosures required by U.S. GAAP for annual consolidated financial statements are not included herein, these unaudited interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the notes thereto for the year ended December 31, 2020, contained in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (“SEC”). The Company has evaluated all subsequent events through the date these condensed consolidated financial statements were issued. The condensed consolidated statements of income, comprehensive income, equity and cash flows for the periods presented herein are not necessarily indicative of results expected for any future period. For a more detailed discussion of the Company’s significant accounting policies, see note 2 to the financial statements in the Company’s Form 10-K for the year ended December 31, 2020. During the three-month period ended March 31, 2021, there were no material updates made to the Company’s significant accounting policies.

Revenue recognition

Revenue recognition criteria for the services provided and goods sold by the Company are described in note 2 to the consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2020.

Contract Balances

Timing of revenue recognition may differ from the timing of invoicing to customers. Receivables represent amounts invoiced and revenue recognized prior to invoicing when the Company has satisfied the performance obligation and has the unconditional right to payment. Receivables are presented net of allowance for doubtful accounts, loans receivable and chargebacks of \$176,912 thousands and \$126,661 thousands as of March 31, 2021 and December 31, 2020, respectively.

Deferred revenue consists of fees received related to unsatisfied performance obligations at the end of the period in accordance with ASC 606. Due to the generally short-term duration of contracts, the majority of the performance obligations are satisfied in the following reporting period. Deferred revenue as of December 31, 2020 and 2019 was \$32,519 thousands and \$16,590 thousands, respectively, of which \$9,413 thousands and \$5,562 thousands were recognized as revenue during the three-month periods ended March 31, 2021 and 2020, respectively.

As of March 31, 2021, total deferred revenue was \$18,556 thousands, mainly due to fees related to listing and optional feature services billed and loyalty programs that are expected to be recognized as revenue in the coming months.

Digital Assets

During the first quarter of 2021, the Company purchased an aggregate amount of \$7,800 thousands in bitcoins. The Company accounts for its digital assets—bitcoins—as indefinite-lived intangible assets, in accordance with Accounting Standards Codification (“ASC”) 350, Intangibles—Goodwill and Other. The Company has ownership of and control over its digital assets and uses third-party custodial services to store its digital assets. The Company's digital assets are initially recorded at cost. Subsequently, they are measured at cost, net of any impairment losses incurred since acquisition.

The Company performs an analysis each quarter to identify whether events or changes in circumstances, principally decreases in the quoted prices on the active exchange, indicate that any decrease in the fair values of the digital assets below the carrying values for such assets subsequent to their acquisition will result in a recognition of impairment charges. The Company determines the fair value of its digital assets in accordance with ASC 820, Fair Value Measurement.

Impairment losses are recognized in the period in which the impairment is identified. The impaired digital assets are written down to their fair value at the time of impairment and this new cost basis will not be adjusted upward for any subsequent increase in fair value. Gains (if any) are not recorded until realized upon sale. In determining the gain to be recognized upon sale, the Company calculates the difference between the sales price and carrying value of the digital assets sold immediately prior to sale.

Repurchase of 2.00% Convertible Senior Notes due 2028 - Extinguishment of debt

The derecognition of a convertible debt is based on the principle that an entity is extinguishing the liability component and reacquiring the equity component that was recognized at issuance. This approach is applied whether the debt was settled in cash, shares, other assets (or any combination), or at maturity upon conversion or upon early extinguishment. The settlement consideration is first allocated to the extinguishment of the liability component equal to the fair value of that component immediately prior to extinguishment. Any difference between that allocated amount and the net carrying amount of the liability component and unamortized debt issuance costs should be recognized as a gain or loss on debt extinguishment. Any remaining consideration is allocated to the reacquisition of the equity component and recognized as a reduction of stockholders' equity. Any paid premium included in the repurchase price should be recognized as a loss when the debt is extinguished.

Foreign currency translation

All of the Company's consolidated foreign operations use the local currency as their functional currency, except for Argentina, which has used the U.S. dollar as its functional currency since July 1, 2018. Accordingly, the foreign subsidiaries with local currency as functional currency translate assets and liabilities from their local currencies into U.S. dollars by using year-end exchange rates while income and expense accounts are translated at the average monthly rates in effect during the year, unless exchange rates fluctuate significantly during the period, in which case the exchange rates at the date of the transaction are used. The resulting translation adjustment is recorded as a component of other comprehensive loss.

Argentine currency status

As of July 1, 2018, the Company transitioned its Argentinian operations to highly inflationary status in accordance with U.S. GAAP, and changed the functional currency for Argentine subsidiaries from Argentine Pesos to U.S. dollars, which is the functional currency of their immediate parent company.

Since the second half of 2019, the Argentine government instituted certain foreign currency exchange controls, which may restrict or partially restrict access to foreign currency, like the US dollar, to make payments abroad, either for foreign debt or the importation of goods or services, dividend payments and others, without prior authorization. Those regulations have continued to evolve, sometimes making them more or less stringent depending on the Argentine government's perception of availability of sufficient national foreign currency reserves. The above has led to the existence of an informal foreign currency market where foreign currencies quote at levels significantly higher than the official exchange rate. However, the only exchange rate available for external commerce and financial payments is the official exchange rate, which as of March 31, 2021 was 92.0.

The Company uses Argentina's official exchange rate to record the accounts of Argentine subsidiaries. The following table sets forth the assets, liabilities and net assets of the Company's Argentine subsidiaries and consolidated VIEs, before intercompany eliminations, as of March 31, 2021 and December 31, 2020:

	March 31, 2021	(In thousands)	December 31, 2020
Assets	\$	1,493,608	\$ 1,470,885
Liabilities		1,154,563	1,230,326
Net Assets	\$	339,045	\$ 240,559

Income taxes

The Company is subject to U.S. and foreign income taxes. The Company accounts for income taxes following the liability method of accounting which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Deferred tax assets are also recognized for tax loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets or liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company's income tax expense consists of taxes currently payable, if any, plus the change during the period in the Company's deferred tax assets and liabilities.

A valuation allowance is recorded when, based on the available evidence, it is more likely than not that all or a portion of the Company's deferred tax assets will not be realized. Accordingly, Management periodically assesses the need to establish a valuation allowance for deferred tax assets considering positive and negative objective evidence related to the realization of the deferred tax assets. In connection with this assessment, Management considers, among other factors, the nature, frequency and magnitude of current and cumulative losses on an individual subsidiary basis, projections of future taxable income, the duration of statutory carryforward periods, as well as feasible tax planning strategies that would be employed by the Company to prevent tax loss carryforwards from expiring unutilized. Based on Management's assessment of available objective evidence and considering the future effect of the Company's initiatives to capture long-term business opportunities, the Company accounted for a valuation allowance in certain subsidiaries in its Mexican operations of \$12,176 thousands and \$14,186 thousands for the three-month periods ended March 31, 2021 and 2020, respectively.

On June 10, 2019, the Argentine government enacted Law No. 27,506 (knowledge-based economy promotional regime), which established a regime that provides certain tax benefits for companies that meet specific criteria, such as companies that derive at least 70% of their revenues from certain specified activities related to the knowledge-based economy. The regime was suspended on January 20, 2020 until new rules for the application of the knowledge-based economy promotional regime were issued.

On June 25, 2020, the Chamber of Deputies passed changes to the knowledge-based economy promotional regime. The Chamber of Senates proposed further amendments, which were returned to the Chamber of Deputies and finally approved on October 7, 2020. The approved regime is effective as of January 1, 2020 until December 31, 2029.

Based on the amended promotional regime, companies that meet new specified criteria shall be entitled to: i) a reduction of the income tax burden of 60% (60% for micro and small enterprises, 40% for medium-sized enterprises and 20% for large enterprises) over the promoted activities for each fiscal year, applicable to both Argentine source income and foreign source income, ii) stability of the benefits established by the knowledge-based economy promotional regime (as long as the beneficiary is registered and in good standing), iii) a non-transferable tax credit bond amounting to 70% (which can be up to 80% in certain specific cases) of the Company's contribution to the social security regime of every employee whose job is related to the promoted activities (caps on the number of employees are applicable). Such bonds can be used within 24 months from their issue date (which period can be extended for an additional 12 months in certain cases) to offset certain federal taxes, such as value-added tax, but they cannot be used to offset income tax.

On December 20, 2020, Argentina's Executive Power issued Decree No. 1034/2020, which set the rules to implement the provisions of the knowledge-based economy promotional regime. Eligible companies must enroll in a registry according to the terms and conditions to be established by the Application Authority, which will verify compliance with the requirements. The Decree also set the mechanism for calculating the level of investment in research and development, the level of employee retention, exports, among others. It also establishes that exports of services from companies participating in this regime will not be subject to export duties.

On January 13, 2021, Argentina's Ministry of Productive Development –current Application Authority of the knowledge-based economy promotional regime- issued Resolution No. 4/2021 which was followed by Disposition N° 11/2021 issued by the Under Secretariat of Knowledge Economy on February 12, 2021. Both rules establish further details on the requirements, terms, conditions, application, and compliance procedures to be eligible under the promotional regime.

MercadoLibre S.R.L. has submitted the application to be eligible to the knowledge-based economy promotional regime; such eligibility remains subject to Argentine government approval.

Fair value option applied to certain financial instruments

Under ASC 825, U.S. GAAP provides an option to elect fair value with impact on the statement of income as an alternative measurement for certain financial instruments and other items on the balance sheet.

The Company has elected to measure certain financial assets at fair value with impact on the statement of income from January 1, 2019 for several reasons including to avoid the mismatch generated by the recognition of certain linked instruments / transactions, separately, in consolidated statement of income and consolidated statement of other comprehensive income and to better reflect the financial model applied for selected instruments.

The Company's election of the fair value option applies to the: i) Brazilian federal government bonds and ii) U.S. treasury notes. As result of the election of the fair value option, the Company recognized gains in interest income and other financial gains of \$1,173 thousands and \$12,004 thousands as of March 31, 2021 and 2020, respectively.

Accumulated other comprehensive loss

The following table sets forth the Company's accumulated other comprehensive loss as of March 31, 2021 and December 31, 2020:

	March 31, 2021	December 31, 2020
	(In thousands)	
Accumulated other comprehensive loss:		
Foreign currency translation	\$ (508,438)	\$ (466,569)
Unrealized gains (losses) on hedging activities	3,728	(2,469)
Estimated tax (expense) benefit on unrealized gains (losses)	(1,353)	754
	<u>\$ (506,063)</u>	<u>\$ (468,284)</u>

The following tables summarize the changes in accumulated balances of other comprehensive loss for the three-months ended March 31, 2021:

	Unrealized (Losses) Gains on hedging activities, net	Foreign Currency Translation (In thousands)	Estimated tax benefit (expense)	Total
Balances as of December 31, 2020	\$ (2,469)	\$ (466,569)	\$ 754	\$ (468,284)
Other comprehensive income (loss) before reclassifications	5,561	(41,869)	(1,891)	(38,199)
Amount of (gain) loss reclassified from accumulated other comprehensive loss	636	—	(216)	420
Net current period other comprehensive income (loss)	6,197	(41,869)	(2,107)	(37,779)
Ending balance	\$ 3,728	\$ (508,438)	\$ (1,353)	\$ (506,063)

Details about Accumulated Other Comprehensive Loss Components	Amount of (Loss) Gain Reclassified from Accumulated Other Comprehensive Loss (In thousands)	Affected Line Item in the Statement of Income
Unrealized losses on hedging activities	\$ (636)	Cost of net revenues
Estimated tax benefit on unrealized gains	216	Income tax expense
Total reclassifications for the period	\$ (420)	Total, net of income taxes

Use of estimates

The preparation of interim condensed consolidated financial statements in conformity with U.S. GAAP requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used for, but not limited to, accounting for allowances for doubtful accounts and chargeback provisions, allowance for loans receivables, inventories valuation reserves, recoverability of goodwill, intangible assets with indefinite useful lives and deferred tax assets, impairment of short-term and long-term investments, impairment of long-lived assets, compensation costs relating to the Company's long term retention plan, fair value of convertible debt, fair value of investments, fair value of derivative instruments, income taxes and contingencies and determination of the incremental borrowing rate at commencement date of lease operating agreements. Actual results could differ from those estimates.

Recently Adopted Accounting Standards

On December 18, 2019 the FASB issued the ASU 2019-12 "Income taxes (Topic 740)—Simplifying the accounting for income taxes". The amendments in this update simplify the accounting for income taxes by removing certain exceptions to the general principles and also improve consistent application by clarifying and amending existing guidance, such as franchise taxes and interim recognition of enactment of tax laws or rate changes. The amendments in this update are effective for fiscal years beginning after December 15, 2020, and interim periods within those fiscal years. The adoption of this standard did not have a material impact on the Company's financial statements.

Recently issued accounting pronouncements not yet adopted

On August 5, 2020 the FASB issued the ASU 2020-06 "Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging— Contracts in Entity's Own Equity (Subtopic 815-40)". The amendments in this update address issues identified as a result of the complexity associated with applying generally accepted accounting principles for certain financial instruments with characteristics of liabilities and equity. For convertible instruments, accounting models for specific features are removed and amendments to the disclosure requirements are included. For contracts in an entity's own equity, simplifies the settlement assessment by removing some requirements. Additionally, the amendments in this update affect the diluted EPS calculation for instruments that may be settled in cash or shares and for convertible instruments. The amendments in this update are effective for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years. The Company is assessing the effects that the adoption of this accounting pronouncement may have on its financial statements.

3. Net loss per share

Basic earnings per share for the Company's common stock is computed by dividing, net loss available to common shareholders attributable to common stock for the period by the weighted average number of common shares outstanding during the period.

On August 24, 2018 and August 31, 2018 the Company issued an aggregate principal amount of \$880 million of 2.00% Convertible Senior Notes due 2028 (see Note 11 to these interim condensed consolidated financial statements). The conversion of these notes are included in the calculation for diluted earnings per share utilizing the "if converted" method. Accordingly, conversion of these Notes is not assumed for purposes of computing diluted earnings per share if the effect is antidilutive. Additionally, on March 29, 2019 the Company issued Preferred Stock. The conversion of Preferred Stock was included in the calculation for diluted earnings per share utilizing the "if converted" method. Accordingly, conversion of the redeemable convertible preferred stock is not assumed for purposes of computing diluted earnings per share if the effect is antidilutive.

The denominator for diluted net loss per share for the three-month periods ended March 31, 2021 and 2020 does not include any effect from the 2028 Notes Capped Call Transactions (as defined in Note 11) because it would be antidilutive. In the event of conversion of any or all of the 2028 Notes, the shares that would be delivered to the Company under the Capped Call Transactions (as defined in Note 11) are designed to partially neutralize the dilutive effect of the shares that the Company would issue under the Notes. See Note 11 to these interim condensed consolidated financial statements and Note 16 to the financial statements for the year ended December 31, 2020, contained in the Company's Annual Report on Form 10-K filed with the SEC for more details. For the three-month periods ended March 31, 2021 and 2020, the effects of the conversion of the Notes and the redeemable convertible preferred stock would have been antidilutive and, as a consequence, they were not factored into the calculation of diluted earnings per share.

Net loss per share of common stock is as follows for the three-month periods ended March 31, 2021 and 2020:

	Three Months Ended March 31,			
	2021		2020	
	(In thousands)			
	Basic	Diluted	Basic	Diluted
Net loss per common share	\$ (0.68)	\$ (0.68)	\$ (0.44)	\$ (0.44)
Numerator:				
Net loss	\$ (34,012)	\$ (34,012)	\$ (21,109)	\$ (21,109)
Dividends on preferred stock	—	—	(1,000)	(1,000)
Net loss corresponding to common stock	\$ (34,012)	\$ (34,012)	\$ (22,109)	\$ (22,109)
Denominator:				
Weighted average of common stock outstanding for Basic earnings per share	49,867,625	—	49,709,955	—
Adjusted weighted average of common stock outstanding for Diluted earnings per share	—	49,867,625	—	49,709,955

4. Cash, cash equivalents, restricted cash and cash equivalent and investments

The composition of cash, cash equivalents, restricted cash and cash equivalents, short-term and long-term investments is as follows:

	March 31, 2021	December 31, 2020
	(In thousands)	
Cash and cash equivalents	\$	1,856,394
Restricted cash and cash equivalents		
Securitization Transactions	\$ 100,758	\$ 249,872
Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee)	—	144,249
Bank account (Argentine Central Bank regulation)	185,560	237,511
Bank collateral account (Secured lines of credit guarantee)	574	574
Money Market Funds (Secured lines of credit guarantee)	38,586	19,469
Cash in bank account	158	155
Total restricted cash and cash equivalents	\$ 325,636	\$ 651,830
Total cash, cash equivalents, restricted cash and cash equivalents (*)	\$ 1,188,356	\$ 2,508,224
Short-term investments		
Time Deposits	\$ 305,746	\$ 158,818
Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee)	562,797	565,705
Sovereign Debt Securities (Secured lines of credit guarantee)	71,270	71,244
Sovereign Debt Securities	40,263	445,539
Total short-term investments	\$ 980,076	\$ 1,241,306
Long-term investments		
Sovereign Debt Securities	\$ 157,023	\$ 150,054
Securitization Transactions	1,596	—
Other Investments	16,982	16,057
Total long-term investments	\$ 175,601	\$ 166,111

(*) Cash, cash equivalents, restricted cash and cash equivalents as reported in the consolidated statements of cash flow.

Regulation issued by Central Bank of Argentina (“CBA”)

- a) In January 2020, the CBA enacted regulations related to payment service providers that applies to Fintech companies that are not financial institutions, but nevertheless provide payment services in at least one of the processes of the payments system. On July 7, 2020, the CBA approved the registration of the Argentine subsidiary in the registry for payment service providers. These regulations sets forth certain rules that require payment services providers to, among other things, (i) deposit and maintain users’ funds in specific banks’ accounts, payable on demand; (ii) implement a monthly reporting regime with the CBA; (iii) segregate information related to users’ investments funds; (iv) maintain different bank accounts to segregate the Company’s funds from users’ funds; and (v) introduce clarifications on advertising and documents about the standard terms and conditions of the payment service provider. As of March 31, 2021, in accordance with the regulation, the Company held \$185,560 thousands in a bank account, payable on demand.
- b) In October 2020, the CBA issued a regulation that applies to non-financial loan providers. In accordance with this regulation, the Company was registered in the "Registry of other non-financial loan providers" on December 1, 2020 and complied with a periodic information report within the framework of a monthly information regime as from March 1, 2021. In turn, the CBA established that the Company must comply with the obligations established by CBA rules, regarding, among other things: (i) interest rates in loan operations; (ii) protection of users of financial services; (iii) communication by electronic means for the care of the environment.

Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee)

On November 1, 2018, the Company obtained approval from the Central Bank of Brazil to operate as an authorized payment institution. With this authorization, Mercado Pago in Brazil is subject to the supervision of the Central Bank of Brazil and must fully comply with all obligations established by current regulations. Among other obligations, the regulations require authorized payment institutions to hold any electronic balance in a payment institution account in either a specific account of the Central Bank of Brazil that does not pay interest or Brazilian federal government bonds registered with the “Sistema Especial de Liquidacao e Custodia.” 100% of electronic funds were required to be deposited as of March 31, 2021 and December 31, 2020, respectively. As of March 31, 2021 and December 31, 2020, in accordance with the regulation, the Company held \$562,797 thousands and \$709,954 thousands deposited in Brazilian federal government bonds, respectively, as a mandatory guarantee (the “Central Bank of Brazil Mandatory Guarantee”).

5. Loans receivable, net

The Company manages loans receivable as “On-line merchant”, “Consumer” and “In-store merchant”. As of March 31, 2021 and December 31, 2020, Loans receivable, net were as follows:

	March 31, 2021	(In thousands)	December 31, 2020
On-line merchant	\$	202,146	\$ 180,063
Consumer		296,457	237,956
In-store merchant		77,273	61,452
Loans receivable		575,876	479,471
Allowance for uncollectible accounts		(140,427)	(77,816)
Loans receivable, net	\$	435,449	\$ 401,655

The credit quality analysis of loans receivable was as follows:

	March 31, 2021	(In thousands)	December 31, 2020
1-30 days past due	\$	45,623	\$ 34,706
31-60 days past due		28,644	16,977
61 -90 days past due		27,412	13,239
91 -120 days past due		19,763	10,632
121 -150 days past due		16,381	5,315
151 -180 days past due		11,684	3,649
Total past due		149,507	84,518
To become due		426,369	394,953
Total	\$	575,876	\$ 479,471

The following table summarizes the allowance for uncollectible accounts activity during the three-month period ended March 31, 2021 and 2020:

	2021	March 31, (In thousands)	2020
Balance at beginning of year	\$	77,816	\$ 20,444
Adoption of ASC 326 (1)		-	4,977
Charged/credited to Net loss		85,997	24,419
Charges/Utilized /Currency translation adjustments/Write-offs		(23,386)	(19,477)
Balance at end of period	\$	140,427	\$ 30,363

(1) Cumulative pre-tax adjustments recorded to retained earnings as of January 1, 2020.

6. Business combinations, goodwill and intangible assets**Business combinations***Acquisition of a software development company*

In March 2020, the Company, through its subsidiary Meli Participaciones S.L., completed the acquisition of 100% of the equity interest of Kiserty S.A. and its subsidiaries, which is a software development company located and organized under the law of Uruguay. The objective of the acquisition was to enhance the capabilities of the Company in terms of software development.

The aggregate purchase price for the acquisition was \$10,899 thousands, measured at its fair value amount, which included: (i) the total cash payment of \$8,500 thousands at the time of closing; (ii) an escrow of \$225 thousands and (iii) a contingent additional cash consideration up to \$2,174 thousands.

The Company's consolidated statement of income includes the results of operations of the acquired business as from March 9, 2020. The net income before intercompany eliminations of the acquired Company included in the Company's consolidated statement of income amounted to \$2,061 thousands for the period ended March 31, 2021.

In addition, the Company incurred in certain direct costs of the business combination which were expensed as incurred.

The purchase price was allocated based on the measurement of the fair value of assets acquired and liabilities assumed considering the information available as of the initial accounting date. The valuation of identifiable intangible assets acquired reflects Management's estimates based on the use of established valuation methods.

The Company recognized goodwill for this acquisition based on Management's expectation that the acquired business will improve the Company's business. Arising goodwill was allocated to each of the segments identified by the Company's Management, considering the synergies expected from this acquisition and it is expected that the acquisition will contribute to the earnings generation process of such segments. Goodwill arising from this acquisition is not deductible for tax purposes.

The results of operations for periods prior to the acquisitions, individually and in the aggregate, were not material to the Company's consolidated statements of income and, accordingly, pro forma information has not been presented.

Goodwill and intangible assets

The composition of goodwill and intangible assets is as follows:

	<u>March 31,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
	(In thousands)	
Goodwill	\$ 82,830	\$ 85,211
Intangible assets with indefinite lives		
- Trademarks	7,628	7,751
- Digital assets	7,588	—
Amortizable intangible assets		
- Licenses and others	4,797	4,932
- Non-compete agreement	3,356	3,426
- Customer list	13,635	14,010
- Trademarks	7,808	7,879
Total intangible assets	\$ 44,812	\$ 37,998
Accumulated amortization	(24,541)	(23,843)
Total intangible assets, net	\$ 20,271	\$ 14,155

Goodwill

The changes in the carrying amount of goodwill for the three-month period ended March 31, 2021 and the year ended December 31, 2020 are as follows:

	Three Months Ended March 31, 2021							Total
	Brazil	Argentina	Mexico	Chile	Colombia	Other Countries		
	(In thousands)							
Balance, beginning of the period	\$ 19,762	\$ 10,594	\$ 31,697	\$ 16,996	\$ 4,390	\$ 1,772	\$ 85,211	
Effect of exchange rates changes	(1,360)	—	(522)	(170)	(295)	(34)	(2,381)	
Balance, end of the period	\$ 18,402	\$ 10,594	\$ 31,175	\$ 16,826	\$ 4,095	\$ 1,738	\$ 82,830	

	Year Ended December 31, 2020							Total
	Brazil	Argentina	Mexico	Chile	Colombia	Other Countries		
	(In thousands)							
Balance, beginning of the year	\$ 29,072	\$ 6,991	\$ 32,196	\$ 14,872	\$ 3,312	\$ 1,166	\$ 87,609	
Business Acquisitions	—	3,603	1,062	1,241	1,246	748	7,900	
Disposals	(3,480)	—	—	—	—	—	(3,480)	
Effect of exchange rates changes	(5,830)	—	(1,561)	883	(168)	(142)	(6,818)	
Balance, end of the year	\$ 19,762	\$ 10,594	\$ 31,697	\$ 16,996	\$ 4,390	\$ 1,772	\$ 85,211	

Intangible assets with definite useful life

Intangible assets with definite useful life are comprised of customer lists, non-compete and non-solicitation agreements, acquired software licenses and other acquired intangible assets including developed technologies and trademarks. Aggregate amortization expense for intangible assets totaled \$1,318 thousands and \$808 thousands for the three-month periods ended March 31, 2021 and 2020, respectively.

The following table summarizes the remaining amortization of intangible assets (in thousands of U.S. dollars) with definite useful life as of March 31, 2021:

For year ended 12/31/2021	\$ 2,450
For year ended 12/31/2022	1,242
For year ended 12/31/2023	973
For year ended 12/31/2024	341
Thereafter	49
	\$ 5,055

7. Segment reporting

Reporting segments are based upon the Company's internal organizational structure, the manner in which the Company's operations are managed and resources are assigned, the criteria used by Management to evaluate the Company's performance, the availability of separate financial information and overall materiality considerations.

Segment reporting is based on geography as the main basis of segment breakdown in accordance with the criteria, as determined by Management, used to evaluate the Company's performance. The Company's segments include Brazil, Argentina, Mexico and other countries (which includes Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Honduras, Nicaragua, El Salvador, Bolivia, Guatemala, Panama, Paraguay, Peru, Uruguay and the United States of America).

Direct contribution consists of net revenues from external customers less direct costs, which include costs of net revenues, product and technology development expenses, sales and marketing expenses and general and administrative expenses over which segment managers have direct discretionary control, such as advertising and marketing programs, customer support expenses, allowances for doubtful accounts, payroll and third-party fees. All corporate related costs have been excluded from the Company's direct contribution.

Expenses over which segment managers do not currently have discretionary control, such as certain technology and general and administrative costs are monitored by Management through shared cost centers and are not evaluated in the measurement of segment performance.

The following tables summarize the financial performance of the Company's reporting segments:

	Three Months Ended March 31, 2021				
	Brazil	Argentina	Mexico	Other Countries	Total
	(In thousands)				
Net revenues	\$ 768,723	\$ 297,236	\$ 230,497	\$ 81,985	\$ 1,378,441
Direct costs	(618,037)	(188,969)	(220,906)	(64,310)	(1,092,222)
Direct contribution	150,686	108,267	9,591	17,675	286,219
Operating expenses and indirect costs of net revenues					(195,375)
Income from operations					90,844
Other income (expenses):					
Interest income and other financial gains					25,071
Interest expense and other financial losses					(91,289)
Foreign currency losses					(15,089)
Net income before income tax expense					\$ 9,537

	Three Months Ended March 31, 2020					Total
	Brazil	Argentina	Mexico (In thousands)	Other Countries		
Net revenues	\$ 397,447	\$ 132,875	\$ 94,753	\$ 27,016	\$ 652,091	
Direct costs	(322,628)	(101,025)	(114,762)	(27,604)	(566,019)	
Direct contribution	74,819	31,850	(20,009)	(588)	86,072	
Operating expenses and indirect costs of net revenues					(115,766)	
Loss from operations					(29,694)	
Other income (expenses):						
Interest income and other financial gains					36,784	
Interest expense and other financial losses					(23,584)	
Foreign currency losses					(186)	
Net loss before income tax expense					\$ (16,680)	

The following table summarizes the allocation of property and equipment, net based on geography:

	March 31, 2021	December 31, 2020
	(In thousands)	
US property and equipment, net	\$ 1,316	\$ 586
Other countries		
Argentina	137,270	123,589
Brazil	187,668	171,409
Mexico	102,135	73,315
Other countries	30,251	22,785
	\$ 457,324	\$ 391,098
Total property and equipment, net	\$ 458,640	\$ 391,684

The following table summarizes the allocation of the goodwill and intangible assets based on geography:

	March 31, 2021	December 31, 2020
	(In thousands)	
US intangible assets	\$ 7,588	\$ —
Other countries goodwill and intangible assets		
Argentina	12,022	12,617
Brazil	18,523	19,958
Mexico	34,579	35,338
Chile	23,713	24,707
Other countries	6,676	6,746
	\$ 95,513	\$ 99,366
Total goodwill and intangible assets	\$ 103,101	\$ 99,366

Consolidated net revenues by similar products and services for the three-month periods ended March 31, 2021 and 2020 were as follows:

Consolidated Net Revenues	Three Months Ended March 31,	
	2021	2020
	(In thousands)	
Commerce	\$ 910,624	\$ 380,710
Fintech	467,817	271,381
Total	\$ 1,378,441	\$ 652,091

8. Fair value measurement of assets and liabilities

The following table summarizes the Company's financial assets and liabilities measured at fair value on a recurring basis as of March 31, 2021 and December 31, 2020:

Description	Balances as of March 31, 2021	Quoted Prices in active markets for identical Assets (Level 1)	Significant other observable inputs (Level 2)	Unobservable inputs (Level 3)	Balances as of December 31, 2020	Quoted Prices in active markets for identical Assets (Level 1)	Significant other observable inputs (Level 2)	Unobservable inputs (Level 3)
(In thousands)								
Assets								
Cash and Cash Equivalents:								
Money Market Funds \$	166,133 \$	166,133 \$	— \$	— \$	166,483 \$	166,483 \$	— \$	—
Sovereign Debt Securities	—	—	—	—	37,654	37,654	—	—
Restricted Cash and cash equivalents:								
Money Market Funds	130,886	130,886	—	—	257,695	257,695	—	—
Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee)	—	—	—	—	144,249	144,249	—	—
Investments:								
Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee)	562,797	562,797	—	—	565,705	565,705	—	—
Sovereign Debt Securities	270,152	270,152	—	—	666,837	666,837	—	—
Other Assets:								
Derivative Instruments	17,477	—	—	17,477	199	—	—	199
Total Financial Assets	\$ 1,147,445 \$	1,129,968 \$	— \$	17,477 \$	1,838,822 \$	1,838,623 \$	— \$	199
Liabilities:								
Contingent considerations\$	4,684 \$	— \$	— \$	4,684 \$	4,622 \$	— \$	— \$	4,622
Long-term retention plan	69,331	—	69,331	—	136,816	—	136,816	—
Derivative Instruments	3,708	—	—	3,708	13,964	—	—	13,964
Total Financial Liabilities	\$ 77,723 \$	— \$	69,331 \$	8,392 \$	155,402 \$	— \$	136,816 \$	18,586

As of March 31, 2021 and December 31, 2020, the Company's financial assets valued at fair value consisted of assets valued using i) Level 1 inputs: unadjusted quoted prices in active markets (Level 1 instrument valuations are obtained from observable inputs that reflect quoted prices (unadjusted) for identical assets in active markets); ii) Level 2 inputs: obtained from readily-available pricing sources for comparable instruments as well as instruments with inactive markets at the measurement date; and iii) Level 3 inputs: valuations based on unobservable inputs reflecting Company assumptions. Fair value of derivative instruments are determined considering the prevailing risk free interest rate and spot exchange rate.

As of March 31, 2021 and December 31, 2020, the Company's liabilities were valued at fair value using Level 2 inputs and Level 3 inputs (valuations based on unobservable inputs reflecting Company assumptions). Fair value of contingent considerations are determined based on the probability of achievement of the performance targets arising from each acquisition, as well as the Company's historical experience with similar arrangements. Fair value of derivative instruments are determined considering the prevailing risk free interest rate and spot exchange rate.

As of March 31, 2021 and December 31, 2020, the carrying value of the Company's financial assets and liabilities measured at amortized cost approximated their fair value mainly because of their short-term maturity. These assets and liabilities included cash, cash equivalents, restricted cash and cash equivalents and short-term investments (excluding money markets funds and debt securities), accounts receivable, credit cards receivable and other means of payment, loans receivable, funds payable to customers and amounts due to merchants, other assets (excluding derivative instruments), accounts payable, salaries and social security payable (excluding variable LTRP), taxes payable, provisions and other liabilities (excluding contingent considerations and derivative instruments). As of March 31, 2021 and December 31, 2020, the estimated fair value of the 2028 Notes (liability component), which is based on Level 2 inputs, is \$333,759 thousands and \$672,345 thousands, respectively, and were determined based on market interest rates. The rest of the loans payable and other financial liabilities approximate their fair value because the effective interest rates are not materially different from market interest rates.

The following table summarizes the fair value level for those financial assets and liabilities of the Company measured at amortized cost as of March 31, 2021 and December 31, 2020:

	Balances as of March 31, 2021	Significant other observable inputs (Level 2)	Balances as of December 31, 2020	Significant other observable inputs (Level 2)
(In thousands)				
Assets				
Time Deposits	\$ 305,746	\$ 305,746	\$ 158,818	\$ 158,818
Accounts receivable, net	64,815	64,815	49,691	49,691
Credit Cards receivable and other means of payment, net	883,670	883,670	863,073	863,073
Loans receivable, net	435,449	435,449	401,655	401,655
Other assets	263,316	263,316	236,432	236,432
Total Assets	\$ 1,952,996	\$ 1,952,996	\$ 1,709,669	\$ 1,709,669
Liabilities				
Accounts payable and accrued expenses	\$ 612,206	\$ 612,206	\$ 767,336	\$ 767,336
Funds payable to customers and amounts due to merchants	1,527,971	1,527,971	1,733,095	1,733,095
Salaries and social security payable	144,530	144,530	120,394	120,394
Taxes payable	240,167	240,167	215,918	215,918
Loans payable and other financial liabilities (*)	2,174,438	2,205,705	1,409,269	1,479,165
Other liabilities	65,463	65,463	110,139	110,139
Total Liabilities	\$ 4,764,775	\$ 4,796,042	\$ 4,356,151	\$ 4,426,047

(*) The fair value of the 2028 Notes (including the equity component) is disclosed in Note 11.

As of March 31, 2021 and December 31, 2020, the Company held no direct investments in auction rate securities and does not have any non-financial assets or liabilities measured at fair value.

As of March 31, 2021 and December 31, 2020, the fair value of money market funds and sovereign debt securities classified as available for sale securities are as follows:

	March 31, 2021			
	Cost	Financial Gains	Financial Losses	Estimated Fair Value
(In thousands)				
Cash and cash equivalents				
Money Market Funds	\$ 166,133	\$ —	\$ —	\$ 166,133
Total Cash and cash equivalents	\$ 166,133	\$ —	\$ —	\$ 166,133
Restricted cash and cash equivalents				
Money Market Funds	\$ 130,886	\$ —	\$ —	\$ 130,886
Total Restricted cash and cash equivalents	\$ 130,886	\$ —	\$ —	\$ 130,886
Short-term investments				
Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee) (1)	\$ 561,606	\$ 1,192	\$ (1)	\$ 562,797
Sovereign Debt Securities (1)	111,111	422	—	111,533
Total Short-term investments	\$ 672,717	\$ 1,614	\$ (1)	\$ 674,330
Long-term investments				
Sovereign Debt Securities (1)	\$ 159,059	\$ 86	\$ (526)	\$ 158,619
Total Long-term investments	\$ 159,059	\$ 86	\$ (526)	\$ 158,619
Total	\$ 1,128,795	\$ 1,700	\$ (527)	\$ 1,129,968

(1) Measured at fair value with impact on the consolidated statement of income for the application of the fair value option. (See Note 2 – Fair value option applied to certain financial instruments.)

	December 31, 2020		
	Cost	Financial Gains	Estimated Fair Value
(In thousands)			
Cash and cash equivalents			
Money Market Funds	\$ 166,483	\$ —	\$ 166,483
Sovereign Debt Securities (1)	37,595	59	37,654
Total Cash and cash equivalents	\$ 204,078	\$ 59	\$ 204,137
Restricted Cash and cash equivalents			
Money Market Funds	\$ 257,695	\$ —	\$ 257,695
Sovereign Debt Securities (1)	144,098	151	144,249
Total Restricted Cash and cash equivalents	\$ 401,793	\$ 151	\$ 401,944
Short-term investments			
Sovereign Debt Securities (Central Bank of Brazil Mandatory Guarantee)(1)	\$ 559,487	\$ 6,218	\$ 565,705
Sovereign Debt Securities (1)	514,894	1,889	516,783
Total Short-term investments	\$ 1,074,381	\$ 8,107	\$ 1,082,488
Long-term investments			
Sovereign Debt Securities (1)	\$ 149,938	\$ 116	\$ 150,054
Total Long-term investments	\$ 149,938	\$ 116	\$ 150,054
Total	\$ 1,830,190	\$ 8,433	\$ 1,838,623

(1) Measured at fair value with impact on the consolidated statement of income for the application of the fair value option. (See Note 2 – Fair value option applied to certain financial instruments.)

As of March 31, 2021, the estimated fair values (in thousands of U.S. dollars) of money market funds and sovereign debt securities classified by their effective maturities are as follows:

One year or less	971,349
One year to two years	149,989
Two years to three years	563
Three years to four years	7,592
More than five years	475
Total	\$ 1,129,968

9. Commitments and Contingencies

Litigation and Other Legal Matters

The Company is subject to certain contingent liabilities with respect to existing or potential claims, lawsuits and other proceedings. The Company accrues liabilities when it considers probable that future costs will be incurred and such costs can be reasonably estimated. Proceeding-related liabilities are based on developments to date and historical information related to actions filed against the Company. As of March 31, 2021, the Company had accounted for estimated liabilities involving proceeding-related contingencies and other estimated contingencies of \$8,726 thousands to cover legal actions against the Company in which its Management has assessed the likelihood of a final adverse outcome as probable. Expected legal costs related to litigations are accrued when the legal service is actually provided.

In addition, as of March 31, 2021, the Company and its subsidiaries are subject to certain legal actions considered by the Company's Management and its legal counsels to be reasonably possible for an estimated aggregate amount up to \$55,699 thousands. No loss amounts have been accrued for such reasonably possible legal actions.

Brazilian preliminary injunction against the Brazilian tax authorities

On November 6, 2014, the Brazilian subsidiaries, MercadoLivre.com Atividades de Internet Ltda., Ebazar.com.br Ltda., Mercado Pago.com Representações Ltda. and the Argentine subsidiary, Mercado Libre S.R.L., filed a writ of mandamus and requested a preliminary injunction with the Federal Court of Osasco against the federal tax authority to avoid the IR (income tax) withholding over payments remitted by the Brazilian subsidiaries to MercadoLibre S.R.L. for the provision of IT support and assistance services by the latter, and requested reimbursement of the amounts improperly withheld over the course of the preceding five (5) years. The preliminary injunction was granted on the grounds that such withholding violated the convention signed between Brazil and Argentina that prevents double taxation. In August 2015, the injunction was revoked by the first instance judge in an award favorable to the federal tax authority. The Company appealed the decision and deposited with the court the disputed amounts. As of March 31, 2021 the total amount of the deposits were \$65,563 thousands (which includes \$5,918 thousands of interest). Such amounts are included in non-current other assets of the consolidated balance sheet. In June 2020, the Company's appeal was dismissed. The Company submitted a new remedy before the same court in July 2020, which was dismissed on February 17, 2021. On March 18, 2021 the Company filed an appeal with the superior courts, which is now pending. Management's opinion, based on the opinion of external legal counsel, is that the risk of losing the case is reasonably possible but not probable based on the technical merits of the Company's tax position and the existence of favorable decisions issued by the Federal Regional Courts. For that reason, the Company has not recorded any expense or liability for the disputed amounts.

Other third parties have from time to time claimed, and others may claim in the future, that the Company was responsible for fraud committed against them, or that the Company has infringed their intellectual property rights. The underlying laws with respect to the potential liability of online intermediaries like the Company are unclear in the jurisdictions where the Company operates. Management believes that additional lawsuits alleging that the Company has violated copyright or trademark laws will be filed against the Company in the future.

Intellectual property and regulatory claims, whether meritorious or not, are time consuming and costly to resolve, require significant amounts of management time, could require expensive changes in the Company's methods of doing business, or could require the Company to enter into costly royalty or licensing agreements. The Company may be subject to patent disputes, and be subject to patent infringement claims as the Company's services expand in scope and complexity. In particular, the Company may face additional patent infringement claims involving various aspects of the payments businesses.

From time to time, the Company is involved in other disputes or regulatory inquiries that arise in the ordinary course of business. The number and significance of these disputes and inquiries are increasing as the Company's business expands and the Company grows larger.

Buyer protection program

The Company provides consumers with a buyer protection program (“BPP”) for all transactions completed through the Company’s online payment solution (“Mercado Pago”). This program is designed to protect buyers in the Marketplace from losses due primarily to fraud or counterparty non-performance. The Company’s BPP provides protection to consumers by reimbursing them for the total value of a purchased item and the value of any shipping service paid if it does not arrive or does not match the seller’s description. The Company is entitled to recover from the third-party carrier companies performing the shipping service certain amounts paid under the BPP. Furthermore, in some specific circumstances (i.e. Black Friday, Hot Sale), the Company enters into insurance contracts with third-party insurance companies in order to cover contingencies that may arise from the BPP.

The maximum potential exposure under this program is estimated to be the volume of payments on the Marketplace, for which claims may be made under the terms and conditions of the Company’s BPP. Based on historical losses to date, the Company does not believe that the maximum potential exposure is representative of the actual potential exposure. The Company records a liability with respect to losses under this program when they are probable and the amount can be reasonably estimated.

As of March 31, 2021 and December 31, 2020, Management’s estimate of the maximum potential exposure related to the Company’s buyer protection program is \$2,283,252 thousands and \$2,535,041 thousands, respectively, for which the Company recorded an allowance of \$7,384 thousands and \$8,364 thousands, respectively.

Commitments

The Company entered into a purchase commitment with two U.S. suppliers in relation to the purchase of cloud platform services as follows:

- a) for a total amount of \$240,500 thousands to be fully paid off between June 1, 2020 and May 31, 2024. As of March 31, 2021, the Company paid \$62,860 thousands in relation thereto; and
- b) for a total amount of \$30,000 thousands to be fully paid off between November 24, 2019 and March 23, 2023. As of March 31, 2021, the Company paid \$7,670 thousands in relation thereto.

10. Long term retention program (“LTRP”)

The following table summarizes the 2012, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 long term retention program accrued compensation expense for the three-month periods ended March 31, 2021 and 2020, which are payable in cash according to the decisions made by the Board of Directors:

	Three Months Ended March 31,	
	2021	2020
	(In thousands)	
LTRP 2012	—	69
LTRP 2014	—	126
LTRP 2015	178	1,272
LTRP 2016	(538)	2,435
LTRP 2017	(708)	2,706
LTRP 2018	(210)	1,556
LTRP 2019	8,376	3,663
LTRP 2020	9,652	3,837
LTRP 2021	6,166	—
Total LTRP	<u>\$ 22,916</u>	<u>\$ 15,664</u>

11. Loans payable and other financial liabilities

The following table summarizes the Company's Loans payable and other financial liabilities as of March 31, 2021 and December 31, 2020:

Type of instrument	Currency	Interest	Weighted Average Interest Rate	Maturity	Book value as of			
					March 31, 2021	December 31, 2020		
(In thousands)								
<i>Current loans payable and other financial liabilities:</i>								
<i>Loans from banks</i>								
Chilean Subsidiary	Chilean Pesos	Fixed	1.44	% April 2021	\$	45,044	\$	92,895
Brazilian Subsidiary	Brazilian Reals	—	—	% —		—		70,267
Brazilian Subsidiary	Brazilian Reals	Variable	CDI + 3.25	% May 2021		39,478		42,693
Brazilian Subsidiary	Brazilian Reals	Variable	CDI + 2.10	% June 2021		26,920		29,218
Mexican Subsidiary	Mexican Peso	Variable	TIIIE + 2.20	% April 2021		17,945		18,418
Argentine Subsidiary	Argentine Pesos	Fixed	37.75	% May 2021		13,185		14,400
Uruguayan Subsidiary	Uruguayan Pesos	Fixed	6.25	% September 2021		7,921		—
Uruguayan Subsidiary	Uruguayan Pesos	Fixed	5.37	% April 2021		4,793		13,406
<i>Secured lines of credit</i>								
Argentine Subsidiary	Argentine Pesos	Fixed	31.76	% April 2021		37,178		18,311
Argentine Subsidiary	Argentine Pesos	Fixed	34.84	% April 2021		5,977		—
Brazilian Subsidiary (*)	Brazilian Reals	Variable	CDI + 0.55	% July 2021		52,978		58,437
<i>Unsecured lines of credit</i>								
Uruguayan Subsidiary	Uruguayan Pesos	Fixed	6.46	% April 2021		20,808		20,055
Argentine Subsidiary	Argentine Pesos	Fixed	39.21	% April - May 2021		124,376		116,140
<i>Deposit Certificates</i>								
Brazilian Subsidiary	Brazilian Reals	Variable	CDI + 0.52 to 0.80	% June 2021		22,854		—
Brazilian Subsidiary	Brazilian Reals	Variable	107% to 122% of CDI	January - March 2022		43,460		—
2028 Notes						1,124		6,649
2026 Sustainability Notes						2,006		—
2031 Notes						4,618		—
Finance lease obligations						6,251		7,394
Credit card collateralized debt						11,842		12,920
Collateralized debt						25,782		25,342
Other lines of credit						—		1,848
					\$	514,540	\$	548,393
<i>Non Current loans payable and other financial liabilities:</i>								
2028 Notes						301,368		595,800
2026 Sustainability Notes						396,282		—
2031 Notes						693,347		—
Finance lease obligations						18,050		16,261
Collateralized debt						250,851		248,815
					\$	1,659,898	\$	860,876

(*) Under the terms of the loan agreement, the Company transferred U.S. treasury notes to an account owned by the Company but under the sole control and dominion of the escrow agent as collateral. This collateral is accounted for in short-term investments and its coupon payment is accounted for in Restricted cash and cash equivalents of the consolidated balance sheet.

See Notes 12 and 13 to these interim condensed consolidated financial statements for details regarding the Company's collateralized debt securitization transactions and finance lease obligations, respectively.

2.375% Sustainability Senior Notes Due 2026 and 3.125% Senior Notes Due 2031

On January 14, 2021, the Company closed a public offering of \$400,000 thousands aggregate principal amount of 2.375% Sustainability Notes due 2026 (the “2026 Sustainability Notes”) and \$700,000 thousands aggregate principal amount of 3.125% Notes due 2031 (the “2031 Notes”, and together with the 2026 Sustainability Notes, the “Notes”). The Company will pay interest on the Notes on January 14 and July 14 of each year, beginning on July 14, 2021. The 2026 Sustainability Notes will mature on January 14, 2026, and the 2031 Notes will mature on January 14, 2031. In connection with the Notes, the Company capitalized \$10,647 thousands of debt issuance costs, which are amortized during the term of the Notes.

Certain of the Company’s subsidiaries (the “Subsidiary Guarantors”) fully and unconditionally guarantee the payment of principal, premium, if any, interest, and all other amounts in respect of each of the Notes (the “Subsidiary Guarantees”). The initial Subsidiary Guarantors are MercadoLibre S.R.L., Ibazar.com Atividades de Internet Ltda., eBazar.com.br Ltda., Mercado Envios Servicios de Logistica Ltda., MercadoPago.com Representações Ltda., MercadoLibre Chile Ltda., MercadoLibre, S. de R.L. de C.V., DeRemate.com de México, S. de R.L. de C.V. and MercadoLibre Colombia Ltda.

The Notes rank equally in right of payment with all of the Company’s other existing and future senior unsecured debt obligations from time to time outstanding. Each Subsidiary Guarantee will rank equally in right of payment with all of the Subsidiary Guarantor’s other existing and future senior unsecured debt obligations from time to time outstanding, except for statutory priorities under applicable local law.

2.00% Convertible Senior Notes Due 2028

On August 24, 2018, the Company issued \$800,000 thousands of 2.00% Convertible Senior Notes due 2028 and issued an additional \$80,000 thousands of notes on August 31, 2018 pursuant to the partial exercise of the initial purchasers’ option to purchase such additional notes, for an aggregate principal amount of \$880,000 thousands of 2.00% Convertible Senior Notes due 2028 (collectively, the “2028 Notes”). The 2028 Notes are unsecured, unsubordinated obligations of the Company, which pay interest in cash semi-annually, on February 15 and August 15 of each year, at a rate of 2.00% per annum. The 2028 Notes will mature on August 15, 2028 unless earlier redeemed, repurchased or converted in accordance with their terms prior to such date. The 2028 Notes may be converted, under specific conditions, based on an initial conversion rate of 2.2553 shares of common stock per \$1,000 principal amount of the 2028 Notes (equivalent to an initial conversion price of \$443.40 per share of common stock), subject to adjustment as described in the indenture governing the 2028 Notes. For additional information regarding the 2028 Notes please refer to Note 2 and Note 16 to the audited consolidated financial statements for the year ended December 31, 2020, contained in the Company’s Annual Report on Form 10-K filed with the SEC.

During the three-month period ended March 31, 2021, one Note was converted, for a total amount of \$1 thousand. Additionally, during the first quarter of 2021, the conversion threshold was met and the Notes become convertible between April 1, 2021 and June 30, 2021. As of the date of issuance of these interim condensed consolidated financial statements, the Company received additional requests for conversion of \$900 thousands. The determination of whether or not the Notes are convertible must continue to be performed on a quarterly basis. Upon conversion, the Company will pay or deliver, as the case may be, cash, shares of the Company’s common stock or a combination of cash and shares of the Company’s common stock, at the Company’s election.

In connection with the issuance of the 2028 Notes, the Company paid \$91,784 thousands, \$11,472 thousands, \$88,362 thousands, \$104,095 thousands, \$82,682 thousands, \$120,012 thousands and \$100,769 thousands (including transaction expenses) in August 2018, November 2018, June 2019, June 2020, August 2020, November 2020 and January 2021, respectively, to enter into capped call transactions with respect to shares of the common stock with certain financial institutions (the “2028 Notes Capped Call Transactions”). In addition, the Company paid \$8,005 thousands in November 2019 to amend the strike and cap prices of the capped call transaction purchased in November 2018. The 2028 Notes Capped Call Transactions are expected generally to reduce the potential dilution upon conversion of the 2028 Notes in the event that the market price of the Company’s common stock is greater than the strike price and lower than the cap price of the 2028 Notes Capped Call Transactions. The cost of the 2028 Notes Capped Call Transactions is included as a net reduction to additional paid-in capital in the stockholders’ equity section of the consolidated balance sheets.

In January 2021, the Company repurchased \$440,000 thousands principal amount of the outstanding of the 2028 Notes. The total amount paid amounted to \$1,865,076 thousands, which includes principal, interest accrued and premium. As a result, \$439,992 thousands of the principal amount of the 2028 Notes remains outstanding as of March 31, 2021. The settlement consideration was first allocated to the extinguishment of the liability component of the 2028 Notes repurchased. The difference of \$29,953 thousands between the fair value of the liability component and the net carrying amount of the liability component and unamortized debt issuance costs was recognized as a loss on debt extinguishment; in addition, \$19,294 thousands paid as a premium was recognized as a loss in Interest expense and other financial losses line in the consolidated statement of income for the three-month period ended March 31, 2021. The remaining consideration of \$1,484,279 thousands (net of income tax effects) was allocated to the reacquisition of the equity component and recognized as a reduction of stockholders' equity.

The total estimated fair value of the 2028 Notes was \$1,465,869 thousands and \$3,416,819 thousands as of March 31, 2021 and December 31, 2020, respectively. The fair value was determined based on the closing trading price per \$100 principal amount of the 2028 Notes as of the last day of trading for the period. The Company considered the fair value of the 2028 Notes as of March 31, 2021 and December 31, 2020 to be a Level 2 measurement. The fair value of the 2028 Notes is primarily affected by the trading price of the Company's common stock and market interest rates. Based on the \$1,472.14 closing price of the Company's common stock on March 31, 2021, the if-converted value of the 2028 Notes exceeded their principal amount by \$1,020,833 thousands.

The following table presents the carrying amounts of the liability and equity components related to the 2028 Notes as of March 31, 2021 and December 31, 2020:

	March 31, 2021		December 31, 2020	
	(In thousands)			
Amount of the equity component (1)	\$	163,653	\$	327,305
2.00% Convertible Senior Notes due 2028	\$	439,992	\$	879,993
Unamortized debt discount (2)		(134,257)		(275,299)
Unamortized transaction costs related to the debt component		(4,367)		(8,894)
Contractual coupon interest accrual		44,244		41,409
Contractual coupon interest payment		(43,120)		(34,760)
Net carrying amount	\$	302,492	\$	602,449

(1) Net of \$3,082 thousands of transaction costs related to the equity component of the 2028 Notes.

(2) As of March 31, 2021, the remaining period over which the unamortized debt discount will be amortized is 7.5 years.

The following table presents the interest expense for the contractual interest, the accretion of debt discount and the amortization of debt issuance costs:

	Three month periods ended March 31,			
	2021		2020	
(In thousands)				
Contractual coupon interest expense	\$	2,836	\$	4,400
Amortization of debt discount		4,355		6,307
Amortization of debt issuance costs		102		135
Total interest expense related to the 2028 Notes	\$	7,293	\$	10,842

12. Securitization Transactions

The process of securitization consists of the issuance of securities collateralized by a pool of assets through a special purpose entity, often under a VIE.

The Company securitizes financial assets associated with its credit cards and loans receivable portfolio. The Company's securitization transactions typically involve the legal transfer of financial assets to bankruptcy remote special purpose entities ("SPEs") or the acquisition of loans receivable portfolios through SPEs. The Company generally retains economic interests in the collateralized securitization transactions, which are retained in the form of subordinated interests. For accounting purposes, the Company is precluded from recording the transfers of assets in securitization transactions as sales or is required to consolidate the SPE.

The Company securitizes certain credit cards receivable related to user’s purchases through Argentine SPEs. According to the SPE contracts, the Company has determined that it has no obligation to absorb losses or the right to receive benefits of the SPE that could be significant because it does not retain any equity certificate of participation or subordinated interest in the SPEs. As the Company does not control the vehicle, its assets, liabilities, and related results are not consolidated in the Company’s financial statements.

Additionally, the Company intends to securitize certain credit cards receivable related to user’s purchases through Brazilian SPE. According to the SPE contract in place, the Company has determined that it has the obligation to absorb losses or the right to receive benefits of the SPE that could be significant because it retains subordinated interest in the SPEs. As the Company controls the vehicle, the assets, liabilities, and related results are consolidated in its financial statements.

The Company securitizes certain loans receivable through Brazilian, Argentine and Mexican SPEs, formed to securitize loans receivable provided by the Company to its users or purchased from financial institutions that grant loans to the Company’s users through Mercado Pago. According to the SPE contracts, the Company has determined that it has both the power to direct the activities of the entity that most significantly impact the entity’s performance and the obligation to absorb losses or the right to receive benefits of the entity that could be significant because it retains the equity certificates of participation, and would therefore also be consolidated. When the Company controls the vehicle, it accounts the securitization transactions as if they were secured financing and therefore the assets, liabilities, and related results are consolidated in its financial statements.

The following table summarizes the Company’s collateralized debt as of March 31, 2021:

SPEs	Collateralized debt as of March 31, 2021	Interest rate	Currency	Maturity
Mercado Crédito Merchant Fundo de Investimento em Direitos Creditórios	1,769	DI plus 3.5%	Brazilian Reais	June 2021
Mercado Crédito I Brasil Fundo de Investimento Em Direitos Creditórios Não Padronizados	51,364	DI plus 2.5%	Brazilian Reais	November 2023
Fundo de Investimento Em DireitosCreditórios Arandu	173,713	DI plus 1.75%	Brazilian Reais	June 2023
Mercado Crédito Consumo II	5,478	Badlar rates plus 200 basis points with a min 27% and a max 37%	Argentine Pesos	July 2021
Mercado Crédito VIII	2,726	Badlar rates plus 200 basis points with a min 29% and a max 39%	Argentine Pesos	July 2021
Mercado Crédito Consumo III	6,325	Badlar rates plus 200 basis points with a min 29% and a max 41%	Argentine Pesos	August 2021
Mercado Crédito IX	9,202	Badlar rates plus 200 basis points with a min 30% and a max 44%	Argentine Pesos	February 2022
Fideicomiso de administración y fuente de pago CIB/3369	26,056	The equilibrium interbank interest rate published by Banco de Mexico in the Diario Oficial plus 3.34%	Mexican Pesos	November 2022

This secured debt is issued by the SPEs and includes collateralized securities used to fund Mercado Credito business. The third-party investors in the securitization transactions have legal recourse only to the assets securing the debt and do not have recourse to the Company. Additionally, the cash flows generated by the SPEs are restricted to the payment of amounts due to third-party investors, but the Company retains the right to residual cash flows.

The assets and liabilities of the SPEs are included in the Company's interim condensed consolidated financial statements as of March 31, 2021 and December 31, 2020 as follows:

	March 31, 2021	December 31, 2020
Assets	(In thousands)	
Current assets:		
Restricted cash and cash equivalents	\$ 100,758	\$ 249,872
Credit cards receivable and other means of payments, net	136,693	—
Loans receivable, net	133,588	113,846
Total current assets	371,039	363,718
Non-current assets:		
Long-term investments	1,596	—
Loans receivable, net	10,106	9,581
Total non-current assets	11,702	9,581
Total assets	\$ 382,741	\$ 373,299
Liabilities		
Current liabilities:		
Accounts payable and accrued expenses	\$ 136	\$ 100
Loans payable and other financial liabilities	25,782	25,342
Total current liabilities	25,918	25,442
Non-current liabilities:		
Loans payable and other financial liabilities	250,851	248,815
Total non-current liabilities	250,851	248,815
Total liabilities	\$ 276,769	\$ 274,257

13. Leases

The Company leases certain fulfillment, cross-docking and services centers, office space and vehicles in the various countries in which it operates. The lease agreements do not contain any residual value guarantees or material restrictive covenants.

Supplemental balance sheet information related to leases was as follows:

	March 31, 2021	December 31, 2020
Operating Leases	(In thousands)	
Operating lease right-of-use assets	\$ 345,313	\$ 303,214
Operating lease liabilities	\$ 344,528	\$ 298,847
Finance Leases		
Property and equipment, at cost	34,994	29,798
Accumulated depreciation	(5,730)	(4,086)
Property and equipment, net	\$ 29,264	\$ 25,712
Loans payable and other financial liabilities	\$ 24,301	\$ 23,655

The following table summarizes the weighted average remaining lease term and the weighted average incremental borrowing rate for operating leases and the weighted average discount rate for finance leases at March 31, 2021:

Weighted average remaining lease term

Operating leases	7 Years
Finance leases	4 Years

Weighted average discount rate (*)

Operating leases	8 %
Finance leases	13 %

(*) Includes discount rates of leases in local currency and U.S dollar.

The components of lease expense were as follows:

	Three months ended March 31,	
	2021	2020
	(In thousands)	
Operating lease cost	\$ 16,105	\$ 9,051
Finance lease cost:		
Depreciation of property and equipment	1,324	512
Interest on lease liabilities	837	508
Total finance lease cost	\$ 2,161	\$ 1,020

Supplemental cash flow information related to leases was as follows:

	Three months ended March 31,	
	2021	2020
	(In thousands)	
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 14,779	\$ 8,590
Financing cash flows from finance leases	3,863	564

Right-of-use assets obtained in exchange for lease obligations:

Operating leases	\$ 65,394	\$ 14,580
Finance leases	6,197	663

The following table summarizes the fixed, future minimum rental payments, excluding variable costs, which are discounted by the Company's incremental borrowing rates to calculate the lease liabilities for the operating and finance leases:

Period Ending March 31, 2021	Operating Leases		Finance Leases	
	(In thousands)			
One year or less	\$ 69,830	\$	\$	8,522
One year to two years	68,741			8,522
Two years to three years	65,053			7,405
Three years to four years	61,152			4,657
Four years to five years	49,032			1,642
Thereafter	126,023			—
Total lease payments	\$ 439,831		\$	30,748
Less imputed interest	(95,303)			(6,447)
Total	\$ 344,528		\$	24,301

14. Derivative instruments

The Company designates certain derivatives as hedges of particular risks associated with forecasted purchases. These transactions, mainly currency forward contracts, are classified as cash flow hedges.

As of March 31, 2021 the Company used foreign currency exchange contracts to hedge the foreign currency effects related to the forecasted purchase of MPOS devices in U.S. dollars owed by a Brazilian subsidiary whose functional currency is the Brazilian Reais. Pursuant to these contracts, the Company will buy a notional amount of \$10,005 thousands in April 2021, \$10,589 thousands in May 2021, \$10,749 thousands in June 2021, \$8,490 thousands in July 2021, \$8,659 thousands in August 2021, \$8,755 thousands in September 2021, \$4,326 thousands in October 2021, \$7,724 thousands in November 2021, \$5,960 thousands in December 2021, \$2,337 thousands in January 2022, \$2,175 thousands in February 2022 and \$2,675 thousands in March 2022 at fixed currency rates. The Company designated the foreign currency exchange contracts as cash flow hedges, the derivative's gain or loss is initially reported as a component of accumulated other comprehensive income and subsequently reclassified into earnings in the same period the forecasted transaction affects earnings. As of March 31, 2021, the Company estimated that the whole amount of net derivative gains related to its cash flow hedges included in accumulated other comprehensive income will be reclassified into earnings within the next 12 months.

In addition, as of March 31, 2021, the Company entered into certain foreign currency exchange contracts to hedge the foreign currency fluctuations related to certain transactions denominated in U.S. dollars of a Brazilian subsidiary, whose functional currency is the Brazilian Reais, which were not designated as hedges for accounting purposes. Pursuant to these contracts, the Company will buy a notional amount of \$60,000 thousands in April 2021, \$52,000 thousands in May 2021, \$39,000 thousands in June 2021, \$30,000 thousands in July 2021 and \$24,000 thousands in August 2021 at fixed currency rates.

Finally, the Company entered into certain foreign currency exchange contracts to hedge the foreign currency fluctuations related to certain transactions denominated in U.S. dollars of a Mexican subsidiary, whose functional currency is the Mexican Peso, which were not designated as hedges for accounting purposes. Pursuant to these contracts, the Company will buy a notional amount of \$66,470 thousands in April 2021, \$20,349 thousands in May in 2021, \$27,000 thousands in June 2021 and \$15,000 thousands in July 2021, at fixed currency rates.

Foreign exchange contracts

The fair values of the Company's outstanding derivative instruments as of March 31, 2021 and December 31, 2020 were as follows:

	Balance sheet location	March 31,	December 31,
		2021	2020
(In thousands)			
Derivatives			
Foreign exchange contracts not designated as hedging instruments	Other current assets	\$ 14,008	\$ 199
Foreign exchange contracts designated as cash flow hedges	Other current assets	3,469	—
Foreign exchange contracts not designated as hedging instruments	Other current liabilities	3,708	11,106
Foreign exchange contracts designated as cash flow hedges	Other current liabilities	—	2,858

The effects of derivative contracts on unaudited interim condensed consolidated of comprehensive income as of March 31, 2021 were as follows:

	December 31,	Amount of	Amount of (gain) loss reclassified	March 31,
	2020	Gain (Loss) recognized in other comprehensive loss	from accumulated other comprehensive loss	2021
(In thousands)				
Foreign exchange contracts designated as cash flow hedges	\$ (2,469)	\$ 5,561	\$ 636	\$ 3,728

The effects of derivative contracts on unaudited interim condensed consolidated statement of income for the three-month periods ended March 31, 2021 and 2020 were as follows:

	Three Months Ended March 31,	
	2021	2020
	(In thousands)	
Foreign exchange contracts not designated as hedging instruments	\$ 18,989	\$ 16,767

15. Share repurchase program

On August 30, 2020, the Board of Directors of MercadoLibre authorized the Company to repurchase shares of the Company's common stock, par value \$0.001 per share, for aggregate consideration of up to \$350,000 thousands.

The Company expects to purchase shares at any time and from time to time, in compliance with applicable federal securities laws, through open-market purchases, block trades, derivatives, trading plans established in accordance with SEC rules, or privately negotiated transactions. The timing of repurchases will depend on factors including market conditions and prices, the Company's liquidity requirements and alternative uses of capital. The share repurchase program expires on August 31, 2021 and may be suspended from time to time or discontinued, and there is no assurance as to the number of shares that will be repurchased under the program or that there will be any repurchases.

As of March 31, 2021, the Company acquired 66,096 shares under the share repurchase program. The shares were acquired in the Argentine market and paid for in Argentine pesos at a price that reflects the additional cost of accessing US dollars through an indirect mechanism, because of restrictions imposed by the Argentine government for buying US dollars at the official exchange rate in Argentina. As a result, the Company recognized a foreign currency loss of \$18,280 thousands for the three-month period ended March 31, 2021.

16. Impact of COVID-19 pandemic

In March 2020, the outbreak of a novel strain of the coronavirus, COVID-19 was recognized as a pandemic by the World Health Organization, and the outbreak has become increasingly widespread around the world. Government-imposed total or partial lockdowns or curfews instituted throughout Latin America since March 2020, some of which have been subsequently extended, modified or rescinded, have led to a weakening of the macroeconomic environment, generating recession conditions and a devaluation of the local currencies in the countries in which the Company operates.

The Company has thus far not been required to suspend its operations in any country, but the Company's business was, and may in the future again be, negatively affected by the pandemic in terms of operations, consumer buying trends, and consequently, net revenues.

Management believes that, given the uncertainty with respect to how long the pandemic will persist, what additional measures may be introduced by governments or private parties, what effect any such additional measures may have on our business or the macroeconomic impact of the pandemic in the countries where the Company operates, it is not possible to have certainty around business development and its cash generation until the outbreak of COVID-19 can be definitively contained. In terms of liquidity and cash management, relevant funding sources remain available at the geographical segment level and guaranteed senior notes were issued in January 2021 in an aggregate amount of \$1,100,000 thousands.

As of March 31, 2021, the Company's main source of liquidity was \$1,208,729 thousands of cash and cash equivalents and short-term investments, which excludes a \$562,797 thousands investment related to the Central Bank of Brazil Mandatory Guarantee and a \$71,270 thousands investment related to a guarantee for a secured line of credit in Brazil.

Lastly, the revenues sources of the Company's subsidiaries are denominated in local currency. As a result, the current weak macro-economic environment in certain countries in which the Company operates coupled with the devaluations of certain local currencies in those countries against the U.S. dollar could cause a decline in year-over-year net revenues as measured in U.S. dollars.

Management has made its best estimation of the potential scenarios for 2021. However it is not possible to predict at this time with certainty the impact that COVID-19 could have and its effects, including its impact on the economies of the countries in which the Company operates, and therefore the extent of the impact on the Company's financial condition and results of operations if conditions persist or materially deviate from those currently used in its estimates.

Item 2 — Management’s Discussion and Analysis of Financial Condition and Results of Operations**Cautionary Statement Regarding Forward-Looking Statements**

Any statements made or implied in this report that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements within the meaning of Section 27 A of the Securities Act of 1933, as amended, (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and should be evaluated as such. The words “anticipate,” “believe,” “expect,” “intend,” “plan,” “estimate,” “target,” “project,” “should,” “may,” “could,” “will” and similar words and expressions are intended to identify forward-looking statements. Forward-looking statements generally relate to information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities, future economic, political and social conditions in the countries in which we operate and their possible impact on our business, and the effects of future regulation and the effects of competition. Such forward-looking statements reflect, among other things, our current expectations, plans, projections and strategies, anticipated financial results, future events and financial trends affecting our business, all of which are subject to known and unknown risks, uncertainties and other important factors (in addition to those discussed elsewhere in this report) that may cause our actual results to differ materially from those expressed or implied by these forward-looking statements. These risks and uncertainties include, among other things:

- our expectations regarding the continued growth of e-commerce and Internet usage in Latin America;
- our ability to expand our operations and adapt to rapidly changing technologies;
- our ability to attract new customers, retain existing customers and increase revenues;
- the impact of government and central bank regulations on our business;
- litigation and legal liability;
- systems interruptions or failures;
- our ability to attract and retain qualified personnel;
- consumer trends;
- security breaches and illegal uses of our services;
- competition;
- reliance on third-party service providers;
- enforcement of intellectual property rights;
- seasonal fluctuations;
- political, social and economic conditions in Latin America;
- the expected timing and amount of MercadoLibre’s share repurchases;
- our long-term sustainability goals; and
- the current and potential impact of COVID-19 on our net revenues, gross profit margins, operating margins and liquidity due to future disruptions in operations as well as the macroeconomic instability caused by the pandemic.

Many of these risks are beyond our ability to control or predict. New risk factors emerge from time to time and it is not possible for Management to predict all such risk factors, nor can it assess the impact of all such risk factors on our company’s business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

These statements are based on currently available information and our current assumptions, expectations and projections about future events. While we believe that our assumptions, expectations and projections are reasonable in view of the currently available information, you are cautioned not to place undue reliance on our forward-looking statements. These statements are not guarantees of future performance. They are subject to future events, risks and uncertainties—many of which are beyond our control— as well as potentially inaccurate assumptions that could cause actual results to differ materially from our expectations and projections. Some of the material risks and uncertainties that could cause actual results to differ materially from our expectations and projections are described in “Item 1A — Risk Factors” in Part I of our Annual Report on Form 10-K for the fiscal year ended December 31, 2020 filed with the Securities and Exchange Commission (“SEC”) on March 1, 2021, as updated by those described in “Item 1A — Risk Factors” in Part II of our report on this Form 10-Q for the quarter ended March 31, 2021 and in other reports we file from time to time with the SEC.

You should read that information in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Item 2 of Part I of this report, our unaudited interim condensed consolidated financial statements and related notes in Item 1 of Part I of this report and our audited consolidated financial statements and related notes in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2020. We note such information for investors as permitted by the Private Securities Litigation Reform Act of 1995. There also may be other factors that we cannot anticipate or that are not described in this report, generally because they are unknown to us or we do not perceive them to be material that could cause results to differ materially from our expectations.

Forward-looking statements speak only as of the date they are made, and we do not undertake to update these forward-looking statements except as may be required by law. You are advised, however, to review any further disclosures we make on related subjects in our periodic filings with the SEC.

The discussion and analysis of our financial condition and results of operations has been organized to present the following:

- a brief overview of our company;
- a review of our financial presentation and accounting policies, including our critical accounting policies;
- a discussion of our principal trends and results of operations for the three-month periods ended March 31, 2021 and 2020;
- a discussion of the principal factors that influence our results of operations, financial condition and liquidity;
- a discussion of our liquidity and capital resources and a discussion of our capital expenditures; and
- a description of our non-GAAP financial measures.

Other Information

We routinely post important information for investors on our Investor Relations website, <http://investor.mercadolibre.com>. We use this website as a means of disclosing material, non-public information and for complying with our disclosure obligations under SEC Regulation FD (Fair Disclosure). Accordingly, investors should monitor our Investor Relations website, in addition to following our press releases, SEC filings, public conference calls and webcasts. The information contained on, or that may be accessed through, our website is not incorporated by reference into, and is not a part of, this report.

Business Overview

We are the largest online commerce ecosystem in Latin America based on unique active users, and we are present in 18 countries: Brazil, Argentina, Mexico, Chile, Colombia, Peru, Uruguay, Venezuela, Bolivia, Costa Rica, Dominican Republic, Ecuador, Guatemala, Honduras, Nicaragua, Panama, Paraguay and El Salvador. Our platform is designed to provide users with a complete portfolio of services to facilitate commercial transactions both digitally and offline.

Through our e-commerce platform, we provide buyers and sellers with a robust and safe environment that fosters the development of a large e-commerce community in Latin America, a region with a population of over 646 million people and with one of the fastest-growing Internet penetration and e-commerce growth rates in the world. We believe that we offer world-class technological and commercial solutions that address the distinctive cultural and geographic challenges of operating a digital commerce platform in Latin America.

We offer our users an ecosystem of six integrated e-commerce services: the Mercado Libre Marketplace, the Mercado Pago FinTech solution, the Mercado Envios logistics service, the Mercado Libre Ads solution, the Mercado Libre Classifieds service and the Mercado Shops online storefronts solution.

The Mercado Libre Marketplace, which we sometimes refer to as our marketplace, is a fully-automated, topically-arranged and user-friendly online commerce platform, which can be accessed through our website and mobile app. This platform enables both businesses and individuals to list merchandise and conduct sales and purchases digitally.

To complement the Mercado Libre Marketplace and also to enhance the user experience for our buyers and sellers, we developed Mercado Pago, an integrated digital payments solution. Initially designed to facilitate transactions on Mercado Libre’s Marketplaces by providing a mechanism that allowed our users to securely, easily and promptly send and receive payments, it is now a full ecosystem of Financial Technology solutions both in the digital and physical world. Our digital payments solution enables any MercadoLibre registered user to securely and easily send and receive digital payments and to pay for purchases made on any of MercadoLibre’s Marketplaces. Currently, Mercado Pago processes and settles all transactions on our Marketplaces in Brazil, Argentina, Mexico, Chile, Colombia and Uruguay, and is also available for our buyers and sellers in Peru. In addition, Mercado Pago grants through our Mercado Credito solution, loans to sellers and buyers in Argentina, Brazil and Mexico.

The Mercado Envios logistics solution enables sellers on our platform to utilize third-party carriers and other logistics service providers, while also providing them with fulfillment and warehousing services. The logistics services we offer are an integral part of our value proposition, as they reduce friction between buyers and sellers, and allow us to have greater control over the full experience. As of March 31, 2021, we also offer free shipping to buyers in Brazil, Argentina, Mexico, Chile and Colombia.

Our advertising platform, Mercado Ads, enables businesses to promote their products and services on the Internet. Through our advertising platform, MercadoLibre's brands and sellers are able to display ads on our webpages through product searches, banner ads, or suggested products. Our advertising platform enables merchants and brands to access the millions of consumers that are on our Marketplaces at any given time with the intent to purchase, which increases the likelihood of conversion.

Through Mercado Libre Classifieds, our online classified listing service, our users can also list and purchase motor vehicles, real estate and services in the countries where we operate. Classifieds listings differ from Marketplace listings as they only charge optional placement fees and not final value fees. Our classifieds pages are also a major source of traffic to our platform, benefitting both the Commerce and Fintech businesses.

We also offer our digital storefront solution, Mercado Shops, allows users to set-up, manage and promote their own digital stores. These stores are hosted by Mercado Libre and offer integration with the rest of our ecosystem, namely our Marketplaces, payment services and logistics services. Users can create a store at no cost, and can access additional functionalities and value added services on commission.

Reporting Segments and Geographic Information

Our segment reporting is based on geography, which is the criterion our Management currently uses to evaluate our segment performance. Our geographic segments are Brazil, Argentina, Mexico and Other Countries (including Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Panama, Peru, Bolivia, Honduras, Nicaragua, El Salvador, Guatemala, Paraguay, Uruguay and the United States of America). Although we discuss long-term trends in our business, it is our policy not to provide earnings guidance in the traditional sense. We believe that uncertain conditions make the forecasting of near-term results difficult. Further, we seek to make decisions focused primarily on the long-term welfare of our company and believe focusing on short-term earnings does not best serve the interests of our stockholders. We believe that execution of key strategic initiatives as well as our expectations for long-term growth in our markets will best create stockholder value. A long-term focus may make it more difficult for industry analysts and the market to evaluate the value of our Company, which could reduce the value of our common stock or permit competitors with short-term tactics to grow more rapidly than us. We, therefore, encourage potential investors to consider this strategy before making an investment in our common stock.

The following table sets forth the percentage of our consolidated net revenues by segment for the three-month periods ended March 31, 2021 and 2020:

(% of total consolidated net revenues) (*)	Three-month Periods Ended			
	March 31,			
	2021		2020	
Brazil	55.8	%	60.9	%
Argentina	21.6		20.4	
Mexico	16.7		14.5	
Other Countries	5.9		4.1	

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

The following table summarizes the changes in our net revenues by segment for the three-month periods ended March 31, 2021 and 2020:

	Three-month Periods Ended		Change from 2020	
	March 31,		to 2021 (*)	
	2021	2020	in Dollars	in %
(in millions, except percentages)				
Net Revenues:				
Brazil	\$ 768.7	\$ 397.4	\$ 371.3	93.4 %
Argentina	297.2	132.9	164.4	123.7
Mexico	230.5	94.8	135.7	143.3
Other Countries	82.0	27.0	55.0	203.5
Total Net Revenues	\$ 1,378.4	\$ 652.1	\$ 726.3	111.4 %

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

Description of Line Items

Net revenues

We recognize revenues in each of our four geographical reporting segments. Within each of our segments, the services we provide and products we sale generally fall into two distinct revenue streams: “Commerce” and “Fintech.”

The following table summarizes our consolidated net revenues by revenue stream for the three-month periods ended March 31, 2021 and 2020:

Consolidated net revenues by revenue stream	Three-month Periods Ended	
	March 31, (*)	
	2021	2020
(in millions)		
Commerce (**)	\$ 910.6	\$ 380.7
Fintech	467.8	271.4
Total	\$ 1,378.4	\$ 652.1

(*) The table above may not total due to rounding.

(**) Includes marketplace fees, shipping fees, sales of goods, ad sales, classified fees and other ancillary services.

Revenues from Commerce transactions are mainly generated from:

- marketplace fees that include final value fees and flat fees for transactions below a certain merchandise value;
- shipping fees, net of the third-party carrier costs (when we act as an agent);
- classifieds fees;
- ad sales up-front fees;
- sales of goods; and
- fees from other ancillary businesses.

Final value fees represent a percentage of the sale value that is charged to the seller once an item is successfully sold and flat fees represent a fixed charge for transactions below a certain merchandise value.

Shipping revenues are generated when a buyer elects to receive an item through our shipping service net of the third-party carrier costs.

Through our classifieds offerings in vehicles, real estate and services, we generate revenues from up-front fees. These fees are charged to sellers who opt to give their listings greater exposure throughout our websites.

Our Advertising revenues are generated by selling either display product and/or text link ads throughout our websites to interested advertisers.

Revenues from inventory sales are generated when control of the good is transferred, upon delivery to our customers.

Fintech revenues correspond to our Mercado Pago service, which are attributable to:

- commissions representing a percentage of the payment volume processed that are charged to sellers in connection with off Marketplace-platform transactions;
- commissions from additional fees we charge when a buyer elects to pay in installments through our Mercado Pago platform, for transactions that occur either on or off our Marketplace platform;
- commissions from additional fees we charge when our sellers elect to withdraw cash;
- interest, cash advances and fees from merchant and consumer credits granted under our Mercado Credito solution; and
- revenues from the sale of mobile points of sale products.

Although we also process payments on the Marketplace, we do not charge sellers an added commission for this service, as it is already included in the Marketplace final value fee that we charge.

When more than one service is included in one single arrangement with the same customer, we recognize revenue according to multiple element arrangements accounting, distinguishing between each of the services provided and allocating revenues based on their respective estimated selling prices.

We have a highly fragmented customer revenue base given the large numbers of sellers and buyers who use our platforms. For the three-month periods ended March 31, 2021 and 2020, no single customer accounted for more than 5.0% of our net revenues.

Our Mercado Libre Marketplace is available in 18 countries (Argentina, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Mexico, Panama, Peru, Uruguay, Venezuela (deconsolidated as of December 1, 2017), Bolivia, Honduras, Nicaragua, El Salvador, Guatemala and Paraguay), and Mercado Pago is available in 7 countries (Argentina, Brazil, Chile, Peru, Colombia, Mexico and Uruguay). Additionally, Mercado Envios is available in 6 countries (Argentina, Brazil, Mexico, Colombia, Chile and Uruguay). The functional currency for each country's operations is the country's local currency, except for Argentina, where the functional currency is the U.S. dollar due to Argentina's status as a highly inflationary economy. Our net revenues are generated in multiple foreign currencies and then translated into U.S. dollars at the average monthly exchange rate. Please refer to "Critical Accounting Policies and Estimates" in Note 2 of our unaudited interim condensed consolidated financial statements for further detail on foreign currency translation.

Our subsidiaries in Brazil, Argentina and Colombia are subject to certain taxes on revenues, which are classified as a cost of net revenues. These taxes represented 8.2% of net revenues for the three-month period ended March 31, 2021, as compared to 5.9% for the same period in 2020.

Cost of net revenues

Cost of net revenues primarily includes bank and credit card processing charges for transactions and fees paid with credit cards and other payment methods, shipping operation costs (including warehousing costs), carrier and other operating costs, cost of sales of goods, fraud prevention fees, certain taxes on revenues, certain taxes on bank transactions, hosting and site operation fees, compensation for customer support personnel, ISP connectivity charges and depreciation and amortization.

Product and technology development expenses

Our product and technology development related expenses consist primarily of compensation for our engineering and web-development staff, depreciation and amortization costs related to product and technology development, telecommunications costs and payments to third-party suppliers who provide technology maintenance services to us.

Sales and marketing expenses

Our sales and marketing expenses consist primarily of costs related to marketing our platforms through online and offline advertising and agreements with portals, search engines and other sales expenses related to strategic marketing initiatives, charges related to our buyer protection programs, the salaries of employees involved in these activities, chargebacks related to our Mercado Pago operations, bad debt charges, branding initiatives, marketing activities for our users and depreciation and amortization costs.

We carry out the majority of our marketing efforts on the Internet. We enter into agreements with portals, search engines, social networks, ad networks and other sites in order to attract Internet users to the Mercado Libre Marketplace and convert them into registered users and active traders on our platform.

We also work intensively on attracting, developing and growing our seller community through our customer support efforts. We have dedicated professionals in most of our operations that work with sellers through trade show participation, seminars and meetings to provide them with important tools and skills to become effective sellers on our platform.

General and administrative expenses

Our general and administrative expenses consist primarily of salaries for management and administrative staff, compensation of outside directors, long term retention program compensation, expenses for legal, audit and other professional services, insurance expenses, office space rental expenses, travel and business expenses, as well as depreciation and amortization costs. Our general and administrative expenses include the costs of the following areas: general management, finance, treasury, internal audit, administration, accounting, tax, legal and human resources.

Other income (expenses), net

Other income (expenses) consists primarily of interest income derived from our investments and cash equivalents, interest expense and other financial charges related to financial liabilities and foreign currency gains or losses.

Income tax

We are subject to federal and state taxes in the United States, as well as foreign taxes in the multiple jurisdictions where we operate. Our tax obligations consist of current and deferred income taxes incurred in these jurisdictions. We account for income taxes following the liability method of accounting. A valuation allowance is recorded when, based on the available evidence, it is more likely than not that all or a portion of our deferred tax assets will not be realized. Therefore, our income tax expense consists of taxes currently payable, if any (given that in certain jurisdictions we still have net operating loss carry-forwards), plus the change in our deferred tax assets and liabilities during each period.

Critical Accounting Policies and Estimates

There have been no significant changes in our critical accounting policies, Management estimates or accounting policies since the year ended December 31, 2020 and disclosed in the Form 10-K, see “Critical Accounting Policies and Estimates”.

Results of operations for the three-month period ended March 31, 2021 compared to the three-month period ended March 31, 2020

The selected financial data for the three-month periods ended March 31, 2021 and 2020 discussed herein is derived from our unaudited interim condensed consolidated financial statements included in Item 1 of Part I of this report. These statements include all normal recurring adjustments that Management believes are necessary to fairly state our financial position, results of operations and cash flows. The results of operations for the three-month periods ended March 31, 2021 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2021 or for any other period.

Statement of income data

(In millions)	Three-months Periods Ended March 31,	
	2021 (*)	2020 (*)
	(Unaudited)	
Net service revenues	\$ 1,230.9	\$ 639.9
Net product revenues	147.5	12.2
Net revenues	1,378.4	652.1
Cost of net revenues	(787.1)	(339.3)
Gross profit	591.4	312.8
Operating expenses:		
Product and technology development	(126.0)	(73.4)
Sales and marketing	(288.2)	(206.5)
General and administrative	(86.3)	(62.6)
Total operating expenses	(500.5)	(342.5)
Income (loss) from operations	90.8	(29.7)
Other income (expenses):		
Interest income and other financial gains	25.1	36.8
Interest expense and other financial losses (**)	(91.3)	(23.6)
Foreign currency losses	(15.1)	(0.2)
Net income (loss) before income tax expense	9.5	(16.7)
Income tax expense	(43.5)	(4.4)
Net loss	\$ (34.0)	\$ (21.1)

(*) The table above may not total due to rounding.

(**) Includes \$49.2 million of loss on debt extinguishment and premium related to the 2028 Notes repurchase. See Note 11 of our unaudited interim condensed consolidated financial statements for further detail on 2028 Notes repurchase.

Principal trends in results of operations
Net revenues

Our net revenues maintained its growth trajectory during the first quarter of 2021, specifically related to the increase in our gross merchandise volume and the growth of our FinTech solution services (off-platform transactions through Mercado Pago, credits business, financing payment transactions, etc.). Please refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of operations— Net Revenues” section in the current document for further detail on net revenues trends for the three-month periods ended March 31, 2021 and 2020.

As a consequence of the COVID-19 pandemic which has affected many countries in Latin America, governments in the region imposed total or partial lockdowns and curfews in March 2020, some of which have been subsequently extended, modified or rescinded based on the evolution of the COVID-19 pandemic.

We are not able to predict any negative impacts that the COVID-19 pandemic may have on our business in the future. See Note 16 to our unaudited condensed consolidated financial statements .

Our sources of revenues are denominated in local currencies; therefore, the weak macro-economic environment in certain countries in which we operate, as a result of COVID-19, coupled with the devaluations of certain local currencies in those countries against the U.S. dollar, could cause a decline in year-over-year net revenues, measured in U.S. dollars.

We continue to monitor the progress of the COVID-19 pandemic and will take additional measures to comply with the rapidly changing regulations of the countries where we operate and the related macroeconomic instability. However, we may see lower net revenues growth until COVID-19 is contained in the countries where we operate.

Gross profit margins

Our gross profit margin is defined as total net revenues minus total cost of net revenues, as a percentage of net revenues.

Our gross profit trends are directly affected by our revenue, as stated above, and our cost of net revenues. In this sense, our main cost of net revenue are composed of bank and credit card processing charges for transactions and fees paid with credit cards and other payment methods, cost of products sold, fraud prevention fees, sales taxes, shipping operation costs (including warehousing costs), carrier and other operating costs, certain taxes on bank transactions, hosting and site operation fees, compensation for customer support personnel, ISP connectivity charges and depreciation and amortization. This cost structure is directly affected by the level of operations of our services, and our strategic plan on gross profit is built on factors such as an ample liquidity to fund expenses and investments and a cost-effective capital structure.

However, in the future, our gross profit margin could decline if we are not able to apply appropriate measures regarding our business to prevent potential negative impacts of the COVID-19 pandemic, if we fail to maintain an appropriate relationship between our cost of revenue structure and our net revenues trend and if we continue building up our logistics network and growing our sales of goods business, which has a lower pure product margin.

For the three-month periods ended March 31, 2021 and 2020, our gross profit margins were 42.9% and 48.0%, respectively. The decrease in our gross profit margin resulted primarily from an increase in cost of product sold, shipping operating costs and sales taxes, as a percentage of net revenues, partially offset by a decrease in collection fees, as a percentage of net revenues.

Operating margins

Our Operating margin is defined as total net revenues minus total cost of net revenues and total operating expenses, as a percentage of net revenues.

Our operating margin is affected by our operating expenses structure, which mainly consists of our employees's salaries, our sales and marketing expenses related to those activities we incurred to promote our services, product development expenses, etc. As we continue to grow and focus on expanding our leadership in the region, we will continue to invest in product development, sales and marketing and human resources in order to promote our services and capture long-term business opportunities. As a result, we may experience decreases in our operating margins.

The COVID-19 pandemic and its potential negative impacts on our business could also have negative impacts on our operating margins if we fail to closely monitor operating expenses on demand patterns and expenses are not adjusted in order to maintain an appropriate balance of such expenses with our actual rate of business development.

For the three-month period ended March 31, 2021, as compared to the same period in 2020, our operating margin increased from a negative margin of 4.6% to a positive margin of 6.6%. This increase is primarily a consequence of the increase in net revenues explained above and also due to marketing expenditures efficiencies that we achieved as a result of the growth in organic demand brought about by the effects of the COVID-19 pandemic consumer behavior.

Other Data

The following table includes seven key performance indicators, which are calculated as defined in the footnotes to the table. Each of these indicators provide a different measure of the level of activity on our platform, and we use them to monitor the performance of the business. In light of the evolution of our business, as from January 1, 2021, we no longer disclose “Number of confirmed new registered users during period” since Management considers that this indicator is no longer relevant to measuring the level of activity on our Mercado Libre Marketplace platform.

(in millions)	Three-month Periods Ended March 31,	
	2021	2020
Unique active users ⁽¹⁾	69.8	43.2
Gross merchandise volume ⁽²⁾	\$ 6,057.2	\$ 3,414.1
Number of successful items sold ⁽³⁾	222.0	105.7
Number of successful items shipped ⁽⁴⁾	208.1	90.2
Total payment volume ⁽⁵⁾	\$ 14,717.7	\$ 8,094.5
Total volume of payments on marketplace ⁽⁶⁾	\$ 5,840.0	\$ 3,203.3
Total payment transactions ⁽⁷⁾	630.1	290.7
Capital expenditures	\$ 112.7	\$ 53.5
Depreciation and amortization	\$ 38.4	\$ 21.6

- (1) New or existing user who performed at least one of the following actions during the reported period: (1) made one purchase, or reservation, or asked one question on MercadoLibre Marketplace or Classified Marketplace (2) maintained an active listing on MercadoLibre Marketplace or Classified Marketplace (3) maintained an active account in Mercado Shops (4) made a payment, money transfer, collection and/or advance using Mercado Pago (5) maintained an outstanding credit line through Mercado Credito or (6) maintained a balance of more than \$5 invested in a Mercado Fondo asset management account. Management uses this metric to evaluate the size of our community of users who interact with the ecosystem and of which we have the opportunity to generate further engagement. With the changes in our business we believe it provides a better indication of our active user base rather than a registration metric that does not reflect any sort of interaction.
- (2) Measure of the total U.S. dollar sum of all transactions completed through the Mercado Libre Marketplace, excluding Classifieds transactions.
- (3) Measure of the number of items that were sold/purchased through the Mercado Libre Marketplace, excluding Classifieds items.
- (4) Measure of the number of items that were shipped through our shipping service.
- (5) Measure of the total U.S. dollar sum of all transactions paid for using Mercado Pago, including marketplace and non-marketplace transactions.
- (6) Measure of the total U.S. dollar sum of all marketplace transactions paid for using Mercado Pago, excluding shipping and financing fees.
- (7) Measure of the number of all transactions paid for using Mercado Pago.

Net revenues

	Three-month Periods Ended March 31,		Change from 2020 to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Total Net Revenues	\$ 1,378.4	\$ 652.1	\$ 726.3	111.4%

(*) Percentages have been calculated using whole-dollar amounts rather than rounded amounts that appear in the table. The table above may not total due to rounding.

Our net revenues grew 111.4% for the three-month period ended March 31, 2021, as compared to the same period in 2020. The increase in net revenues was primarily attributable to:

- an increase of \$529.9 million, or 139.2%, in Commerce revenues, for the three-month period ended March 31, 2021, as compared to the same period in 2020. This increase is mainly generated by a 77.4% increase in our gross merchandise volume, partially offset by an increase of \$145.3 million in shipping carrier costs which are netted from revenues, from \$174.6 million for the three-month period ended March 31, 2020 to \$319.9 million for the three-month period ended March 31, 2021; and
- an increase of 72.4% in FinTech revenues, from \$271.4 million for the three-month period ended March 31, 2020 to \$467.8 million for the three-month period ended March 31, 2021. This increase is mainly generated by an increase of a \$88.0 million in credit business, and increases in off-platform transactions and financing mainly associated to an 81.8% increase in our total payment volume, for the three-month period ended March 31, 2021, as compared to the same period in 2020.

Consolidated Net Revenues by revenue stream	Three-month Periods Ended March 31,		Change from 2020 to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
<i>Brazil</i>				
Commerce	\$ 490.9	\$ 214.6	\$ 276.3	128.8%
Fintech	277.8	182.8	94.9	51.9%
	<u>\$ 768.7</u>	<u>\$ 397.4</u>	<u>\$ 371.3</u>	<u>93.4%</u>
<i>Argentina</i>				
Commerce	\$ 167.2	\$ 67.4	\$ 99.8	148.0%
Fintech	130.0	65.4	64.6	98.7%
	<u>\$ 297.2</u>	<u>\$ 132.9</u>	<u>\$ 164.4</u>	<u>123.7%</u>
<i>Mexico</i>				
Commerce	\$ 187.9	\$ 77.3	\$ 110.6	143.2%
Fintech	42.6	17.5	25.1	143.5%
	<u>\$ 230.5</u>	<u>\$ 94.8</u>	<u>\$ 135.7</u>	<u>143.3%</u>
<i>Other countries</i>				
Commerce	\$ 64.5	\$ 21.4	\$ 43.1	201.7%
Fintech	17.5	5.6	11.8	210.1%
	<u>\$ 82.0</u>	<u>\$ 27.0</u>	<u>\$ 55.0</u>	<u>203.5%</u>
<i>Consolidated</i>				
Commerce	\$ 910.6	\$ 380.7	\$ 529.9	139.2%
Fintech	467.8	271.4	196.4	72.4%
Total	<u>\$ 1,378.4</u>	<u>\$ 652.1</u>	<u>\$ 726.3</u>	<u>111.4%</u>

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

Brazil

Commerce revenues in Brazil increased 128.8% in the three-month period ended March 31, 2021 as compared to the same period in 2020. This increase was primarily generated by a 53.6% increase in our gross merchandise volume. Fintech revenues grew by 51.9%, a \$94.9 million increase, during the three-month period ended March 31, 2021 as compared to the same period in 2020, mainly driven by a 49.2% increase in the off-platform payments volume (which is partially monetized as a strategy to expand our ecosystem), credits business and financing.

Argentina

Commerce revenues in Argentina increased 148.0% in the three-month period ended March 31, 2021 as compared to the same period in 2020. This increase was primarily generated by a 96.4% increase in our gross merchandise volume. Fintech revenues grew 98.7%, a \$64.6 million increase, during the three-month period ended March 31, 2021 as compared to the same period in 2020, mainly driven by a 119.6% increase in the off-platform payments volume (which is partially monetized as a strategy to expand our ecosystem), credit business and financing, partially offset by the aforementioned devaluation of the local currency.

Mexico

Commerce revenues in Mexico increased 143.2% in the three-month period ended March 31, 2021 as compared to the same period in 2020. This increase was primarily generated by a 108.8% increase in our gross merchandise volume. Fintech revenues grew 143.5%, a \$25.1 million increase, during the three-month period ended March 31, 2021 as compared to the same period in 2020, mainly driven by a 115.8% increase in the off-platform payments volume (which is partially monetized as a strategy to expand our ecosystem), financing and credits business, partially offset by the aforementioned devaluation of the local currency.

The following table sets forth our total net revenues and the sequential quarterly growth of these net revenues for the periods described below:

	Quarter Ended			
	March 31,	June 30,	September 30,	December 31,
	(in millions, except percentages)			
	(*)			
2021				
Net revenues	\$ 1,378.4	\$ n/a	\$ n/a	n/a
Percent change from prior quarter	4%			
2020				
Net revenues	\$ 652.1	\$ 878.4	\$ 1,115.7	\$ 1,327.3
Percent change from prior quarter	-3% 35% 27% 19%			

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table.

The following table sets forth the growth in net revenues in local currencies, for the three-month period ended March 31, 2021 as compared to the same period in 2020:

(% of revenue growth in Local Currency)	Changes from 2020 to 2021 (*)	
	Three-month period	
Brazil	138.9%	
Argentina	223.0%	
Mexico	147.6%	
Other Countries	190.9%	
Total Consolidated	158.4%	

(*) The local currency revenue growth was calculated by using the average monthly exchange rates for each month during 2020 and applying them to the corresponding months in 2021, so as to calculate what our financial results would have been if exchange rates had remained stable from one year to the next. See also "Non-GAAP Financial Measures" section below for details on FX neutral measures.

In Argentina, the increase in local currency growth is due to an increase in our Argentine Commerce transactions volume, increases in our off-platform transactions business through Mercado Pago, an increase in our financing and a high level of inflation.

In Brazil, the increase in local currency growth is a consequence of an increase in our Commerce transactions volume and lower shipping subsidies that we granted, an increase in our off-platform transactions through Mercado Pago and an increase in our financing and credits business.

In Mexico, the increase in local currency growth is a consequence of an increase of our Commerce transactions volume, an increase in our off-platform transactions through Mercado Pago and an increase in our financing and credits business.

Cost of net revenues

	Three-month Periods Ended		Change from 2020 to 2021 (*)	
	March 31,		in Dollars in %	
	2021	2020		
	(in millions, except percentages)			
Total cost of net revenues	\$ 787.1	\$ 339.3	\$ 447.8	132.0%
As a percentage of net revenues (*)	57.1% 52.0%			

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

For the three-month period ended March 31, 2021 as compared to the same period in 2020, the increase of \$447.8 million in cost of net revenues was primarily attributable to: i) a \$119.4 million increase in shipping operating costs; ii) a \$114.0 million increase in cost of sales of goods mainly in Brazil, Argentina and Mexico; iii) a \$74.0 million increase in sales taxes; iv) a \$58.0 million increase in collection fees, which was mainly attributable to our Argentine, Brazilian and Mexican operations as a result of the higher transactions volume of Mercado Pago in those countries; v) a \$23.8 million increase in shipping carrier costs and; vi) a \$19.9 million increase in customer support costs mainly associated to salaries and wages due to new hires and temporary customer support workers.

Product and technology development expenses

	Three-month Periods Ended		Change from 2020	
	March 31,		to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Product and technology development	\$ 126.0	\$ 73.4	\$ 52.6	71.6%
As a percentage of net revenues (*)	9.1%	11.3%		

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

For the three-month period ended March 31, 2021, the increase in product and technology development expenses as compared to the same period in 2020 amounted to \$52.6 million. This increase was primarily attributable to: i) a \$26.9 million increase in salaries and wages mainly related to new hiring; ii) a \$14.3 million increase in maintenance expenses mainly related to higher software licenses expenses and iii) a \$5.0 million increase in depreciation and amortization expenses.

We believe product development is one of our key competitive advantages and we intend to continue to invest in hiring engineers to meet the increasingly sophisticated product expectations of our customer base.

Sales and marketing expenses

	Three-month Periods Ended		Change from 2020	
	March 31,		to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Sales and marketing	\$ 288.2	\$ 206.5	\$ 81.7	39.5%
As a percentage of net revenues (*)	20.9%	31.7%		

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

For the three-month period ended March 31, 2021, the \$81.7 million increase in sales and marketing expenses as compared to the same period in 2020 was primarily attributable to: i) a \$59.1 million increase in bad debt expenses; ii) a \$10.4 million increase in online and offline marketing expenses mainly in Brazil, Mexico and Argentina and; iii) a \$10.0 million increase in our buyer protection program expenses, mainly in Mexico, Brazil and Argentina.

General and administrative expenses

	Three-month Periods Ended		Change from 2020	
	March 31,		to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
General and administrative	\$ 86.3	\$ 62.6	\$ 23.8	38.0%
As a percentage of net revenues (*)	6.3%	9.6%		

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

For the three-month period ended March 31, 2021, the \$23.8 million increase in general and administrative expenses as compared to the same period in 2020 was primarily attributable to: i) a \$11.7 million increase in salaries and wages, mainly related to the LTRPs as a consequence of the increase in our common stock price; ii) a \$4.2 million increase in temporary services primarily related to administrative workers and; iii) a \$4.2 million increase in tax and other fees.

Other income (expense), net

	Three-month Periods Ended March 31,		Change from 2020 to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Other income (expense), net	\$ (81.3)	\$ 13.0	\$ (94.3)	-724.8%
As a percentage of net revenues (*)	-5.9%	2.0%		

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

For the three-month period ended March 31, 2021, the \$94.3 million decrease in other income (expense), net as compared to the same period in 2020 was primarily attributable to: i) a \$67.7 million increase in interest expense and other financial losses mainly attributable to a \$49.2 million of loss on debt extinguishment and premium recognized during the first quarter of 2021 related to the repurchase of \$440 million of principal of the 2028 Notes (refer to Note 11 of our unaudited interim condensed consolidated financial statements for further detail) and higher financial debt issued during 2021, mainly in U.S., Argentina and Brazil; ii) a \$14.9 million increase in our foreign currency loss mainly related to a loss of \$18.3 million attributable to the additional cost of accessing US dollars through an indirect mechanism in Argentina due to restrictions imposed by Argentine government for buying US dollars at the official exchange rate (refer to Note 15 of our unaudited interim condensed consolidated financial), partially offset by a \$5.7 million gain on foreign exchange from our Argentine subsidiaries and; iii) a \$11.7 million decrease in interest income and other financial gains from our financial investments as a result of lower interest rates as a consequence of the pandemic and lower float in our U.S. investments, mainly offset by higher interest income in Argentina due to higher float.

Income tax

	Three-month Periods Ended March 31,		Change from 2020 to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Income tax expense	\$ (43.5)	\$ (4.4)	\$ (39.1)	883.2%
As a percentage of net revenues (*)	-3.2%	-0.7%		

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

During the three-month period ended March 31, 2021 as compared to the same period in 2020, income tax expense increased by \$39.1 million mainly as a result of higher income tax expense in Argentina and Brazil as a consequence of higher pre-tax gain in our Argentine and Brazilian segment in 2021 and higher income tax expense due to withholding tax on dividends.

Our effective tax rate is defined as income tax expense as a percentage of income before income tax expense.

The following table summarizes our effective tax rates for the three-month periods ended March 31, 2021 and 2020:

	Three-month Periods Ended March 31, (*)	
	2021	2020
Effective tax rate	456.6%	-26.6%

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

Our effective tax rate for the three-month period ended March 31, 2021 increased to a positive effective tax rate as compared to the same period in 2020, largely as a result of: i) the loss on debt extinguishment related to 2028 Notes repurchase which is considered as non-deductible expense, ii) the foreign exchange loss related to our share repurchases during the first quarter of 2021 which is considered a non-deductible expense, and iii) higher income tax expense due to withholding tax on dividends. For the three-month period ended March 31, 2020 the negative effective tax rate was a consequence of the valuation allowance accounted for on certain deferred tax assets in Mexico and Colombia.

The following table summarizes our effective tax rates for the three-month periods ended March 31, 2021 and 2020:

	Three-month Periods Ended	
	March 31,	
	2021	2020
Effective tax rate by country		
Argentina	23.9%	45.1%
Brazil	29.5%	22.3%
Mexico	-12.9%	1.0%

The decrease in our Argentine effective income tax rate during the three-month period ended March 31, 2021, as compared to the same period in 2020, was mainly a consequence of higher tax deductible expenses on our Argentine business related to tax inflation adjustments on certain assets, in accordance with Argentine income tax law.

The increase in our Brazilian effective income tax rate for the three-month period ended March 31, 2021, as compared to the same period in 2020, was mainly related to higher taxable pre-tax gains.

The decrease in our Mexican effective income tax rate into a negative rate for the three-month period ended March 31, 2021 as compared to the same period in 2020, was mainly driven by the combined effect of higher income tax expense related to advertising business in Mexico and pre-tax losses that were not accounted for as deferred tax assets as a consequence of the valuation allowance.

Segment information

(In millions, except for percentages)

Three-month Period Ended March 31, 2021 (*)

	Brazil	Argentina	Mexico	Other Countries	Total
Net revenues	\$ 768.7	\$ 297.2	\$ 230.5	\$ 82.0	\$ 1,378.4
Direct costs	(618.0)	(189.0)	(220.9)	(64.3)	(1,092.2)
Direct contribution	\$ 150.7	\$ 108.3	\$ 9.6	\$ 17.7	\$ 286.2
Margin	19.6%	36.4%	4.2%	21.6%	20.8%

Three-month Period Ended March 31, 2020 (*)

	Brazil	Argentina	Mexico	Other Countries	Total
Net revenues	\$ 397.4	\$ 132.9	\$ 94.8	\$ 27.0	\$ 652.1
Direct costs	(322.6)	(101.0)	(114.8)	(27.6)	(566.0)
Direct contribution	\$ 74.8	\$ 31.9	\$ (20.0)	\$ (0.6)	\$ 86.1
Margin	18.8%	24.0%	-21.1%	-2.2%	13.2%

Change from the Three-month Period Ended March 31, 2020 to March 31, 2021 (*)

	Brazil	Argentina	Mexico	Other Countries	Total
Net revenues					
in Dollars	\$ 371.3	\$ 164.4	\$ 135.7	\$ 55.0	\$ 726.3
in %	93.4%	123.7%	143.3%	203.5%	111.4%
Direct costs					
in Dollars	\$ (295.4)	\$ (87.9)	\$ (106.1)	\$ (36.7)	\$ (526.2)
in %	91.6%	87.1%	92.5%	133.0%	93.0%
Direct contribution					
in Dollars	\$ 75.9	\$ 76.4	\$ 29.6	\$ 18.3	\$ 200.1
in %	101.4%	239.9%	147.9%	3105.6%	232.5%

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

Net revenues

Net revenues for the three-month period ended March 31, 2021 as compared to the same periods in 2020 are described above in “Item 2 — Management’s Discussion and Analysis of Financial Condition and Results of Operations — Net revenues.”

Direct costs
Brazil

For the three-month period ended March 31, 2021, as compared to the same period in 2020, direct costs increased by 91.6%, mainly driven by: i) a 134.5% increase in cost of net revenues, mainly attributable to an increase in shipping operating costs, sales taxes, collection fees as a consequence of the higher transactions volume of our Mercado Pago business, cost of sale of goods as a consequence of an increase in sales of products and shipping carrier costs; ii) a 46.6% increase in sales and marketing expenses, mainly due to an increase in bad debt expenses and online and offline marketing expenses; iii) a 27.3% increase in product and technology development expenses, mainly due to an increase in salaries and wages, maintenance expenses mostly related to higher software licenses expenses and depreciation and amortization expenses; and iv) a 28.2% increase in general and administrative expenses, mostly attributable to an increase in salaries, mainly related to the LTRPs, taxes and other fees.

Argentina

For the three-month period ended March 31, 2021, as compared to the same period in 2020, direct costs increased by 87.1%, mainly driven by: i) a 115.1% increase in cost of net revenues, mainly attributable to an increase in collection fees as a consequence of the higher transactions volume of our Mercado Pago business, shipping operating costs and cost of sale of goods as a consequence of an increase in sales of products and sales taxes; ii) a 11.6% increase in sales and marketing expenses, mainly due to buyer protection program expenses and increases in salaries and wages and chargebacks partially offset by a decrease in online and offline marketing expenses as a consequence of marketing expenditures efficiencies that we achieved as a result of the growth in organic demand brought about by the effects of the COVID-19 pandemic consumer behavior; iii) a 54.3% increase in product and technology development expenses, mainly due to an increase in depreciation and amortization expenses; and iv) a 73.5% increase in general and administrative expenses, mostly attributable to an increase in salaries, mainly related to the LTRPs, and other general and administrative expenses principally related to certain tax withholdings.

Mexico

For the three-month period ended March 31, 2021, as compared to the same period in 2020, direct costs increased by 92.5%, mainly driven by: i) a 132.7% increase in cost of net revenues, mainly attributable to increases in shipping operating costs, cost of sale of goods as a consequence of an increase in sales of products, collection fees due to higher Mercado Pago penetration and customer support costs; ii) a 46.3% increase in sales and marketing expenses, mainly due to buyer protection program and bad debt expenses; and iii) a 121.7% increase in product and technology development expenses, mainly attributable to depreciation and amortization expenses.

Liquidity and Capital Resources

Our main cash requirement has been working capital to fund Mercado Pago financing operations. We also require cash for capital expenditures relating to technology infrastructure, software applications, office space, business acquisitions, to fund our credit business, to build out our logistics capacity and to make interest payments on our loans payable and other financial liabilities. In 2020, we entered, into a purchase commitment in relation to the purchase of cloud services for a total amount of \$240.5 million to be paid in the following 4 years. Please refer to Note 9 of our unaudited interim condensed consolidated financial statements for further detail on purchase commitments.

Since our inception, we have funded our operations primarily through contributions received from our stockholders during the first two years of operations, from funds raised during our initial public offering, and from cash generated from our operations. We issued the 2028 Notes for net proceeds of approximately \$864.6 million. We have funded Mercado Pago mainly by discounting credit cards receivables and credit lines. Additionally, we have financed our Mercado Pago and Mercado Credito businesses through the securitization of credit cards receivable and certain loans through SPEs created in Brazil, Mexico and Argentina. Refer to Note 12 of our unaudited interim condensed consolidated financial statements for further detail on securitization transactions.

In January 2021, we closed a public offering of \$400 million aggregate principal amount of 2.375% Sustainability Notes due 2026 (the “2026 Sustainability Notes”) and \$700 million aggregate principal amount of 3.125% Notes due 2031 (the “2031 Notes”, and together with the 2026 Sustainability Notes, the “Notes”). The net proceeds from the offering of the 2031 Notes were applied in part towards the purchase price of \$1,865.1 million for the repurchase of \$440 million in aggregate principal amount of the 2028 Notes entered into in January 6, 2021. Refer to Note 11 to our unaudited condensed consolidated financial statements for further detail on the issuance of the Notes.

Given the uncertain progress of the COVID-19 pandemic and the related macroeconomic instability in the countries where we operate, it is not possible to have certainty around business development and cash generation for 2021. In terms of liquidity and cash management, our relevant sources of funding remain available and credit facilities have been obtained at the geographic segment level. Refer to Note 16 to our unaudited condensed consolidated financial statements for further detail on COVID-19 impacts.

As of March 31, 2021, our main source of liquidity was \$1,208.7 million of cash and cash equivalents and short-term investments, which excludes a \$562.8 million investment related to the Central Bank of Brazil Mandatory Guarantee and \$71.3 million investment related to restricted escrow accounts regarding a financial loan taken out in Brazil, and consists of cash generated from operations, proceeds from loans, the issuance of the 2028 Notes and the Notes, and proceeds from the issuance of common and preferred stock.

The significant components of our working capital are cash and cash equivalents, restricted cash and cash equivalents, short-term investments, credit cards receivable and other means of payments, accounts receivable, loans receivable, inventory, accounts payable and accrued expenses, funds payable to customers and amounts due to merchants and short-term debt.

As of March 31, 2021, cash and cash equivalents, restricted cash and cash equivalents and investments of our non-U.S. subsidiaries amounted to \$1,921.1 million, 82.0% of our consolidated cash and cash equivalents, restricted cash and cash equivalents and investments, and our cash, cash and equivalent, restricted cash and cash equivalent and investments held outside U.S. amounted to approximately 79.2% of our consolidated cash and cash equivalents, restricted cash and cash equivalents and investments. Our non-U.S. dollar-denominated cash and cash equivalents, restricted cash and cash equivalents and investments are located primarily in Brazil.

The following table presents our cash flows from operating activities, investing activities and financing activities for the three-month periods ended March 31, 2021 and 2020:

(In millions)	Three-month Periods Ended	
	March 31, (*)	
	2021	2020
Net cash (used in) provided by:		
Operating activities	\$ (263.0)	\$ (85.7)
Investing activities	(97.9)	(150.1)
Financing activities	(859.7)	154.6
Effect of exchange rates on cash and cash equivalents, restricted cash and cash equivalents	(99.2)	(104.9)
Net decrease in cash and cash equivalents, restricted cash and cash equivalents	<u>\$ (1,319.9)</u>	<u>\$ (186.0)</u>

(*) The table above may not total due to rounding.

Net cash used in operating activities

Cash used in operating activities consists of net income adjusted for certain non-cash items, and the effect of changes in working capital and other activities:

	Three-month Periods Ended		Change from 2020	
	March 31, (*)		to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Net Cash used in:				
Operating activities	\$ (263.0)	\$ (85.7)	\$ (177.3)	207.1%

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

The \$177.3 million increase in net cash used in operating activities during the three-month period ended March 31, 2021, as compared to the same period in 2020, was primarily driven by a \$100.7 million decrease in accounts payables and accrued expenses and a \$85.5 million decrease in funds payable to customers and amounts due to merchants.

Net cash used in investing activities

	Three-month Periods Ended		Change from 2020	
	March 31, (*)		to 2021 (*)	
	2021	2020	in Dollars	in %
	(in millions, except percentages)			
Net Cash used in:				
Investing activities	\$ (97.9)	\$ (150.1)	\$ 52.1	-34.7%

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

Net cash used in investing activities in the three-month period ended March 31, 2021 resulted mainly from purchases of investments of \$2,415.1 million, which was partially offset by proceeds from the sale and maturity of investments of \$2,588.7 million, consistent with our treasury strategy of investing part of our available liquidity. We also used \$148.7 million in principal of loans receivable granted to merchants and consumers under our Mercado Credito solution and \$112.7 million in the purchase of property and equipment (mainly in information technology assets in Argentina, Brazil and Mexico).

Net cash (used in) provided by financing activities

	Three-month Periods Ended		Change from 2020	
	March 31, (*)		to 2021 (*)	
	2021	2020	in Dollars	in %
(in millions, except percentages)				
Net Cash (used in) provided by:				
Financing activities	\$ (859.7)	\$ 154.6	\$ (1,014.3)	-656.3%

(*) Percentages have been calculated using whole-dollar amounts rather than the rounded amounts that appear in the table. The table above may not total due to rounding.

For the three-month period ended March 31, 2021, our net cash used in financing activities was primarily derived from \$1,865.1 million in payments of the repurchase of the 2028 Notes, \$704.3 million in payments from loans payable and other financial liabilities and \$100.8 million for the purchase of capped calls, partially offset by \$1,839.6 million in net proceeds from loans payable and other financial liabilities.

In the event that we decide to pursue strategic acquisitions in the future, we may fund them with available cash, third-party debt financing, or by raising equity capital, as market conditions allow.

Debt*Convertible Senior Notes*

On August 24, 2018, we issued \$800 million of 2.00% Convertible Senior Notes due 2028 and on August 31, 2018 we issued an additional \$80 million of notes pursuant to the partial exercise of the initial purchasers' option to purchase such additional notes, resulting in an aggregate principal amount of \$880 million of 2.00% Convertible Senior Notes due 2028. The 2028 Notes are unsecured, unsubordinated obligations, which pay interest in cash semi-annually, on February 15 and August 15, at a rate of 2.00% per annum. The 2028 Notes will mature on August 15, 2028 unless earlier repurchased or converted in accordance with their terms prior to such date. The 2028 Notes may be converted, under specific conditions, based on an initial conversion rate of 2.2553 shares of common stock per \$1,000 principal amount of the 2028 Notes (equivalent to an initial conversion price of \$443.40 per share of common stock), subject to adjustment as described in the indenture governing the 2028 Notes.

In January 2021, we repurchased \$440 million principal amount of the outstanding 2028 Notes. The total amount paid to repurchase such 2028 Notes amounted to \$1,865.1 million, which includes principal, interest accrued and premium. Approximately, \$440 million of the principal amount aggregate principal amount of the 2028 Notes remains outstanding.

Please refer to note 11 to our unaudited interim condensed consolidated financial statements for additional information regarding the 2028 Notes and the related capped call transactions.

Mercado Pago Funding

In 2021, we, through our subsidiaries, continued obtaining certain lines of credit in Argentina, Chile and Uruguay primarily to fund the Mercado Pago business. Additionally, we continue to securitize certain loans and credit card receivables through our Argentine, Mexican and Brazilian SPEs, formed to securitize loans provided by us to our users and credit cards receivable. Please refer to Note 11 and 12 to our interim unaudited condensed consolidated financial statements for additional detail.

Debt Securities Guaranteed by Subsidiaries

On January 14, 2021, we issued \$400 million aggregate principal amount of the 2026 Sustainability Notes and \$700 million aggregate principal amount of the 2031 Notes. The payment of principal, premium, if any, interest, and all other amounts in respect of each of the Notes, is fully and unconditionally guaranteed (the "Subsidiary Guarantees"), jointly and severally, on an unsecured basis, by certain of our subsidiaries (the "Subsidiary Guarantors"). The initial Subsidiary Guarantors are MercadoLibre S.R.L., Ibazar.com Atividades de Internet Ltda., eBazar.com.br Ltda., Mercado Envios Servicios de Logistica Ltda., MercadoPago.com Representações Ltda., MercadoLibre Chile Ltda., MercadoLibre, S. de R.L. de C.V., DeRemate.com de México, S. de R.L. de C.V. and MercadoLibre Colombia Ltda.

We will pay interest on the Notes on January 14 and July 14 of each year, beginning on July 14, 2021. The 2026 Sustainability Notes will mature on January 14, 2026, and the 2031 Notes will mature on January 14, 2031.

The Notes rank equally in right of payment with all of the Company’s other existing and future senior unsecured debt obligations from time to time outstanding. Each Subsidiary Guarantee will rank equally in right of payment with all of the Subsidiary Guarantor’s other existing and future senior unsecured debt obligations from time to time outstanding, except for statutory priorities under applicable local law.

Each Subsidiary Guarantee will be limited to the maximum amount that would not render the Subsidiary Guarantor’s obligations subject to avoidance under applicable fraudulent conveyance provisions of applicable law. By virtue of this limitation, a Subsidiary Guarantor’s obligation under its Subsidiary Guarantee could be significantly less than amounts payable with respect to the Notes, or a Subsidiary Guarantor may have effectively no obligation under its Subsidiary Guarantee.

Under the indenture governing the Notes, the Subsidiary Guarantee of a Subsidiary Guarantor will terminate upon: (i) the sale, exchange, disposition or other transfer (including by way of consolidation or merger) of the Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of the Subsidiary Guarantor (other than to the Company or a Subsidiary) otherwise permitted by the indenture, (ii) satisfaction of the requirements for legal or covenant defeasance or discharge of the Notes, (iii) the release or discharge of the guarantee by such Subsidiary Guarantor of the Triggering Indebtedness (as defined in the applicable indenture) or the repayment of the Triggering Indebtedness, in each case, that resulted in the obligation of such Subsidiary to become a Subsidiary Guarantor, provided that in no event shall the Subsidiary Guarantee of an Initial Subsidiary Guarantor terminate pursuant to this provision, or (iv) such Subsidiary Guarantor becoming an Excluded Subsidiary (as defined in the applicable indenture) or ceasing to be a Subsidiary

We may, at our option, redeem the 2026 Sustainability Notes, in whole or in part, at any time prior to December 14, 2025 (the date that is one month prior to the maturity of the 2026 Sustainability Notes) and the 2031 Notes, in whole or in part, at any time prior to October 14, 2030 (the date that is three months prior to the maturity of the 2031 Notes), in each case by paying 100% of the principal amount of such Notes so redeemed plus the applicable “make-whole” amount and accrued and unpaid interest and additional amounts, if any. We may, at our option, redeem the 2026 Sustainability Notes, in whole or in part, on December 14, 2025 or at any time thereafter and the 2031 Notes on October 14, 2030 or at any time thereafter, in each case at the redemption price of 100% of the principal amount of such Notes so redeemed plus accrued and unpaid interest and additional amounts, if any. If we experience certain change of control triggering events, we may be required to offer to purchase the notes at 101% of their principal amount plus any accrued and unpaid interest thereon through the purchase date.

See note 11 of our unaudited condensed consolidated financial statements for additional detail.

We are presenting the following summarized financial information for the issuer and the initial Subsidiary Guarantors (together, the “Obligor Group”) pursuant to Rule 13-01 of Regulation S-X, Guarantors and Issuers of Guaranteed Securities Registered or Being Registered. For purposes of the following summarized financial information, transactions between the Company and the Subsidiary Guarantors, presented on a combined basis, have been eliminated. Financial information for the non-guarantor subsidiaries, and any investment in a non-guarantor subsidiary by the Company or by any Subsidiary Guarantor, have been excluded. Amounts due from, due to and transactions with the non-guarantor subsidiaries and other related parties, as applicable, have been separately presented.

Summarized balance sheet information for the Obligor Group as of March 31, 2021 and as of December 31, 2020 is provided in the table below:

(In millions)	March 31,		December 31,	
	2021		2020	
Current assets (*)(**)	\$	2,932.5	\$	4,339.4
Non-current assets (***)		1,224.9		1,121.2
Current Liabilities (****)		2,891.5		3,298.2
Non-current Liabilities		1,727.3		944.3

(*) Includes restricted cash and cash equivalents of \$224.9 million and \$402.0 million and guarantees in short-term investments of \$634.1 million and \$636.9 million as of March 31, 2021 and December 31, 2020, respectively.

(**) Includes Current assets from non-guarantor subsidiaries of \$139.4 million and \$156.4 million as of March 31, 2021 and December 31, 2020, respectively.

(***) Includes Non-current assets from non-guarantor subsidiaries of \$107.8 million and \$94.9 million as of March 31, 2021 and December 31, 2020, respectively.

(****) Includes Current liabilities to non-guarantor subsidiaries of \$216.4 million and \$144.7 million as of March 31, 2021 and December 31, 2020, respectively.

Summarized statement of income information for the Obligor Group for the three-month period ended March 31, 2021 is provided in the table below:

(In millions)	March 31,	
	2021	
Net revenues (*)	\$	1,189.6
Gross Profit (**)		451.7
Income from operations (***)		55.8
Net loss (****)		(47.7)

(*) Includes Net revenues from transactions with non-guarantor subsidiaries of \$29.7 million for the three-month period ended March 31, 2021.

(**) Includes charges from transactions with non-guarantor subsidiaries of \$65.9 million for the three-month period ended March 31, 2021.

(***) In addition to the charges included in Gross profit, Income from operations includes charges from transactions with non-guarantor subsidiaries of \$39.1 million for the three-month period ended March 31, 2021.

(****) Includes other income from transactions with non-guarantor subsidiaries of \$3.7 million for the three-month period ended March 31, 2021.

Capital expenditures

Our capital expenditures (comprised of our payments for property and equipment (such as fulfillment centers), intangible assets (excluding digital assets) and acquired businesses) for the three-month periods ended March 31, 2021 and 2020 amounted to \$112.7 million and \$53.5 million, respectively.

During the three-month period ended March 31, 2021, we invested \$47.3 million in information technology in Brazil, Argentina and Mexico, and \$60.1 million in our Argentine, Brazilian and Mexican offices.

We are continually increasing our level of investment in hardware and software licenses necessary to improve and update our platform's technology and computer software developed internally. We anticipate continued investments in capital expenditures related to information technology and logistics network capacity in the future as we strive to maintain our position in the Latin American e-commerce market.

We believe that our existing cash and cash equivalents, including the sale of credit cards receivable, short-term investments and cash generated from operations, will be sufficient to fund our operating activities, property and equipment expenditures and to pay or repay obligations going forward.

Off-balance sheet arrangements

As of March 31, 2021, we had no off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on our consolidated financial condition, results of operations, liquidity, capital expenditures or capital resources.

Recently issued accounting pronouncements

See Item 1 of Part I, "Unaudited Interim Condensed Consolidated Financial Statements-Note 2-Summary of significant accounting policies— Recently Adopted Accounting Standards and Recently issued accounting pronouncements not yet adopted."

Non-GAAP Financial Measures

To supplement our consolidated financial statements presented in accordance with U.S. GAAP, we use foreign exchange ("FX") neutral measures as a non-GAAP measure.

This non-GAAP measure should not be considered in isolation or as a substitute for measures of performance prepared in accordance with U.S. GAAP and may be different from non-GAAP measures used by other companies. In addition, this non-GAAP measure is not based on any comprehensive set of accounting rules or principles. Non-GAAP measures have limitations in that they do not reflect all of the amounts associated with our results of operations as determined in accordance with U.S. GAAP. This non-GAAP financial measure should only be used to evaluate our results of operations in conjunction with the most comparable U.S. GAAP financial measures.

Reconciliation of this non-GAAP financial measure to the most comparable U.S. GAAP financial measure can be found in the table included in this quarterly report.

We provide this non-GAAP financial measure to enhance overall understanding of our current financial performance and its prospects for the future, and we understand that this measure provides useful information to both Management and investors. In particular, we believe that FX neutral measures provide useful information to both Management and investors by excluding the foreign currency exchange rate impact that may not be indicative of our core operating results and business outlook.

The FX neutral measures were calculated by using the average monthly exchange rates for each month during 2020 and applying them to the corresponding months in 2021, so as to calculate what our results would have been if exchange rates had remained stable from one year to the next. The table below excludes intercompany allocation FX effects. Finally, these measures do not include any other macroeconomic effect such as local currency inflation effects, the impact on impairment calculations or any price adjustment to compensate local currency inflation or devaluations.

The following table sets forth the FX neutral measures related to our reported results of the operations for the three-month periods ended March 31, 2021:

(In millions, except percentages)	Three-month Periods Ended									
	As reported			FX Neutral Measures			As reported			
	2021	2020	Percentage Change	2021	2020	Percentage Change	2021	2020	Percentage Change	
		(Unaudited)			(Unaudited)			(Unaudited)		
Net revenues	\$	1,378.4	\$	652.1	111.4%	\$	1,684.9	\$	652.1	158.4%
Cost of net revenues		(787.1)		(339.3)	132.0%		(951.4)		(339.3)	180.4%
Gross profit		591.4		312.8	89.1%		733.5		312.8	134.5%
Operating expenses		(500.5)		(342.5)	46.1%		(623.7)		(342.5)	82.1%
Income (Loss) from operations		90.8		(29.7)	405.9%		109.8		(29.7)	469.5%

(*) The table above may not total due to rounding.

Item 3 — Qualitative and Quantitative Disclosure About Market Risk

We are exposed to market risks arising from our business operations. These market risks arise mainly from the possibility that changes in interest rates and the U.S. dollar exchange rate with local currencies, particularly the Brazilian Reals and Argentine Peso due to Brazil's and Argentine's respective share of our revenues, may affect the value of our financial assets and liabilities. Latin American countries in which we operate have been negatively affected by the outbreak of COVID-19, which has generated macroeconomic instability and led to the devaluation of certain Latin American currencies.

Foreign currencies

We have significant operations internationally that are denominated in foreign currencies, primarily the Brazilian Reals, Argentine Peso, Mexican Peso, Colombian Peso and Chilean Peso, subjecting us to foreign currency risk, which may adversely impact our financial results. We transact business in various foreign currencies and have significant international revenues and costs. In addition, we charge our international subsidiaries for their use of intellectual property and technology and for certain corporate services. Our cash flows, results of operations and certain of our intercompany balances that are exposed to foreign exchange rate fluctuations may differ materially from expectations and we may record significant gains or losses due to foreign currency fluctuations and related hedging activities.

As of March 31, 2021, we hold cash and cash equivalents in local currencies in our subsidiaries, and have receivables denominated in local currencies in all of our operations. Our subsidiaries generate revenues and incur most of their expenses in the respective local currencies of the countries in which they operate. As a result, our subsidiaries use their local currency as their functional currency except for our Argentine subsidiaries, whose functional currency is the U.S. dollar due to the inflationary environment. As of March 31, 2021, the total cash, cash equivalents, restricted cash and cash equivalent denominated in foreign currencies totaled \$947.1 million, short-term investments denominated in foreign currencies totaled \$869.2 million and accounts receivable, credit cards receivable and other means of payment and loans receivable in foreign currencies totaled \$1,383.6 million. As of March 31, 2021, we had \$8.6 million long-term investments denominated in foreign currencies. To manage exchange rate risk, our treasury policy is to transfer most cash and cash equivalents in excess of working capital requirements into U.S. dollar-denominated accounts in the United States and to enter into certain foreign exchange derivatives, such as currency forwards contracts, in order to mitigate our exposure to foreign exchange risk. As of March 31, 2021, our U.S. dollar-denominated cash and cash equivalents, restricted cash and cash equivalents and short-term investments totaled \$352.1 million and our U.S. dollar-denominated long-term investments totaled \$167.0 million.

For the three-month period ended March 31, 2021, we had a consolidated loss on foreign currency of \$15.1 million mainly related to a loss of \$18.3 million attributable to the additional cost of accessing US dollars through an indirect mechanism in Argentina due to restrictions imposed by Argentine government for buying US dollars at the official exchange rate (refer to Note 15 of our unaudited interim condensed consolidated financial), partially offset by a \$5.7 million gain on foreign exchange in our Argentina subsidiaries. (See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of operations—Other income (expenses), net" for more information).

The following table sets forth the percentage of consolidated net revenues by segment for the three-month periods ended March 31, 2021 and 2020:

(% of total consolidated net revenues) (*)	Three-month Periods Ended	
	March 31,	
	2021	2020
Brazil	55.8 %	60.9 %
Argentina	21.6	20.4
Mexico	16.7	14.5
Other Countries	5.9	4.1

(*) Percentages have been calculated using whole-dollar amounts.

Foreign Currency Sensitivity Analysis

The table below shows the impact on our net revenues, cost of net revenues, operating expenses, other income (expenses) and income tax, net income and equity for a positive and a negative 10% fluctuation on all the foreign currencies to which we are exposed at the moment of translating our financial statements to U.S. dollar as of March 31, 2021:

Foreign Currency Sensitivity Analysis (*)				
(In millions)	-10%	Actual	+10%	
	(1)		(2)	
Net revenues	\$ 1,531.6	\$ 1,378.4	\$ 1,253.2	
Expenses (**)	(1,430.3)	(1,287.6)	(1,170.8)	
Income from operations	101.2	90.8	82.4	
Other income/(expenses) and income tax related to P&L items	(115.0)	(109.8)	(105.5)	
Foreign Currency impact related to the remeasurement of our Net Asset position	(14.7)	(15.1)	(15.4)	
Net loss	(28.5)	(34.0)	(38.5)	
Total Shareholders' Equity	\$ 73.0	\$ (30.4)	\$ (163.1)	

(1) Appreciation of the subsidiaries' local currency against U.S. Dollar

(2) Depreciation of the subsidiaries' local currency against U.S. Dollar

(*) The table above may not total due to rounding.

(**) Includes cost of net revenues and operating expenses.

The table above shows a decrease in our net loss when the U.S. dollar weakens against foreign currencies because of the positive impact of the increase in income from operations. On the other hand, the table above shows an increase in our net loss when the U.S. dollar strengthens against foreign currencies because of the negative impact of the decrease in income from operations.

Argentine Segment

In accordance with U.S. GAAP, we have classified our Argentine operations as highly inflationary since July 1, 2018, using the U.S. dollar as the functional currency for purposes of reporting our financial statements. Therefore, no translation effect has been accounted for in other comprehensive income related to our Argentine operations since July 1, 2018.

As of March 31, 2021, the Argentine Peso exchange rate against the U.S. dollar was 92.00.

In the second half of 2019, the Argentine government instituted exchange controls restricting the purchase of foreign currencies. Because of Argentine exchange controls, many Argentine entities use a trading mechanism, in which an entity buys U.S. dollar denominated securities in Argentina using Argentine Pesos, transfers the securities outside Argentina and sells the securities for U.S. dollars. The number of U.S. dollars that may be obtained through this mechanism are lower than the ones that would have resulted from buying them at the official rate if such transaction was not restricted.

Considering a hypothetical devaluation of 10% of the Argentine Peso against the U.S. dollar on March 31, 2021, the effect on non-functional currency net liability position in our Argentine subsidiaries would have been a foreign exchange gain amounting to approximately \$9.6 million in our Argentine subsidiaries.

See Item 7, "Management's discussion and analysis of financial condition and results of operations—Critical accounting policies and estimates—Foreign Currency Translation" for details on the currency status of our Argentine segment.

Brazilian Segment

Considering a hypothetical devaluation of 10% of the Brazilian Reais against the U.S. dollar on March 31, 2021, the reported net assets in our Brazilian subsidiaries would have decreased by approximately \$93.6 million with the related impact in Other Comprehensive Income. Additionally, we would have recorded a foreign currency loss amounting to approximately \$18.3 million in our Brazilian subsidiaries.

Mexican Segment

Considering a hypothetical devaluation of 10% of the Mexican peso against the U.S. dollar on March 31, 2021, the reported net assets in our Mexican subsidiaries would have decreased by approximately \$29.1 million with the related impact in Other Comprehensive Income. Additionally, we would have recorded a foreign currency loss amounting to approximately \$13.4 million in our Mexican subsidiaries.

Interest

Our earnings and cash flows are also affected by changes in interest rates. These changes could have an impact on the interest rates that financial institutions charge us prior to the time we sell our Mercado Pago receivables. As of March 31, 2021, Mercado Pago's receivables totaled \$883.7 million. Interest rate fluctuations could also impact interest earned through our Mercado Credito solution. As of March 31, 2021, loans receivable from our Mercado Credito solution totaled \$435.4 million. Interest rate fluctuations could also negatively affect certain of our fixed rate and floating rate investments comprised primarily of time deposits, money market funds and sovereign debt securities. Investments in both fixed rate and floating rate interest earning products carry a degree of interest rate risk. Fixed rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than predicted if interest rates fall.

Under our current policies, we do not use interest rate derivative instruments to manage exposure to interest rate changes. As of March 31, 2021, the average duration of our available for sale securities, defined as the approximate percentage change in price for a 100-basis-point change in yield, was 1.3%. If interest rates were to instantaneously increase (decrease) by 100 basis points, the fair value of our available for sale securities as of March 31, 2021 could decrease (increase) by approximately \$2.6 million.

As of March 31, 2021, our short-term investments amounted to \$980.1 million and our long-term investments amounted to \$175.6 million. Our short-term investments, except for the \$562.8 million investment related to the Central Bank of Brazil Mandatory Guarantee and \$71.3 million investment related to restricted escrow accounts regarding financial loan taken in Brazil, can be readily converted at any time into cash or into securities with a shorter remaining time to maturity. We determine the appropriate classification of our investments at the time of purchase and re-evaluate such designations as of each balance sheet date.

Equity Price Risk

Our board of directors, upon the recommendation of the compensation committee, approved the 2015, 2016, 2017, and 2018 Long Term Retention Program (the "2015, 2016, 2017 and 2018 LTRPs"), respectively.

In order to receive an award under the 2015, 2016, 2017 and/or 2018 LTRP, each eligible employee must satisfy the performance conditions established by the Board of Directors for such employee. If these conditions are satisfied, the eligible employee will, subject to his or her continued employment as of each applicable payment date, receive the full amount of his or her 2015, 2016, 2017, and/or 2018 LTRP award, payable as follows:

- the eligible employee will receive a fixed payment, equal to 8.333% of his or her 2015, 2016, 2017, and/or 2018 LTRP bonus once a year for a period of six years starting no later than April 30, 2016, 2017, 2018 and/or 2019 respectively (the "2015, 2016, 2017, or 2018 Annual Fixed Payment", respectively); and
- on each date we pay the respective Annual Fixed Payment to an eligible employee, he or she will also receive a payment (the "2015, 2016, 2017, or 2018 Variable Payment", respectively) equal to the product of (i) 8.333% of the applicable 2015, 2016, 2017, and/or 2018 LTRP award and (ii) the quotient of (a) divided by (b), where (a), the numerator, equals the Applicable Year Stock Price (as defined below) and (b), the denominator, equals the 2014 (with respect to the 2015 LTRP), 2015 (with respect to the 2016 LTRP), 2016 (with respect to the 2017 LTRP) and 2017 (with respect to the 2018 LTRP) Stock Price, defined as \$127.29, \$111.02, \$164.17 and \$270.84 for the 2015, 2016, 2017 and 2018 LTRP, respectively, which was the average closing price of our common stock on the NASDAQ Global Select Market during the final 60 trading days of 2014, 2015, 2016 and 2017, respectively. The "Applicable Year Stock Price" shall equal the average closing price of our common stock on the NASDAQ Global Select Market during the final 60 trading days of the year preceding the applicable payment date.

Our board of directors, upon the recommendation of the compensation committee, approved the 2019, 2020 and 2021 Long Term Retention Program (the “2019, 2020 and 2021 LTRPs”), respectively, under which certain eligible employees have the opportunity to receive cash payments annually for a period of six years (with the first payment occurring no later than April 30, 2020, 2021 and 2022, respectively). In order to receive the full target award under the 2019, 2020 and/or 2021 LTRP, each eligible employee must remain employed as of each applicable payment date. The 2019, 2020 and 2021 LTRP awards are payable as follows:

- the eligible employee will receive 16.66% of half of his or her target 2019, 2020 and/or 2021 LTRP bonus once a year for a period of six years, with the first payment occurring no later than April 30, 2020, 2021 and 2022 (the “2019, 2020 or 2021 Annual Fixed Payment”, respectively); and
- on each date we pay the respective Annual Fixed Payment to an eligible employee, he or she will also receive a payment (the “2019, 2020 or 2021 Variable Payment”) equal to the product of (i) 16.66 % of half of the target 2019, 2020 or 2021 LTRP award and (ii) the quotient of (a) divided by (b), where (a), the numerator, equals the Applicable Year Stock Price (as defined below) and (b), the denominator, equals the average closing price of our common stock on the NASDAQ Global Select Market during the final 60 trading days of 2018, 2019 and 2020 defined as \$322.91, \$553.45 and \$1,431.26 for the 2019, 2020 and 2021 LTRP, respectively. The “Applicable Year Stock Price” shall equal the average closing price of our common stock on the NASDAQ Global Select Market during the final 60 trading days of the year preceding the applicable payment date.

At March 31, 2021, the total contractual obligation fair value of our outstanding LTRP Variable Award Payment obligation subject to equity price risk amounted to \$341.1 million. As of March 31, 2021, the accrued liability related to the outstanding Variable Award Payment of the LTRP included in Salaries and Social security payable in our condensed consolidated balance sheet amounted to \$69.3 million. The following table shows a sensitivity analysis of the risk associated with our total contractual obligation fair value related to the outstanding LTRP Variable Award Payment subject to equity price risk if our common stock price per share were to increase or decrease by up to 40%:

	As of March 31, 2021	
	MercadoLibre, Inc Equity Price	2016, 2017, 2018, 2019, 2020 and 2021 LTRP Variable contractual obligation
(In thousands, except equity price)		
Change in equity price in percentage		
	40%	2,063.37
	30%	1,915.98
	20%	1,768.60
	10%	1,621.22
	Static(*)	1,473.83
	-10%	1,326.45
	-20%	1,179.07
	-30%	1,031.68
	-40%	884.30

(*) Present value of average closing stock price for the last 60 trading days of the year preceding the applicable payment date.

Item 4 — Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”) is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms, and that such information is accumulated and communicated to our Management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Evaluation of Disclosure Controls and Procedures

Based on the evaluation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) required by Exchange Act Rules 13a-15(b) or 15d-15(b), our chief executive officer and our chief financial officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective.

Changes in Internal Controls Over Financial Reporting

There were no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) during the three-month period ended March 31, 2021 that have materially affected, or are reasonably

likely to materially affect, our internal control over financial reporting. Most of our employees are working remotely due to the COVID-19 pandemic, and we continue to monitor and assess the impact of the COVID-19 pandemic on our internal controls.

PART II. OTHER INFORMATION

Item 1 — Legal Proceedings

See Item 1 of Part I, “Financial Statements—Note 9 Commitments and Contingencies—Litigation and other Legal Matters.”

Item 1A — Risk Factors

We previously disclosed risk factors under “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2020 (the “2020 Form 10-K”). The following information supplements and, to the extent inconsistent, supersedes some of the information appearing in the Risk Factors section of our 2020 Form 10-K. In addition to those risk factors and the other information included elsewhere in this report, you should also carefully consider the risk factor discussed below. The risk described below and in our 2020 Form 10-K, are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we deem to be immaterial also may materially adversely affect our business, financial condition and/or results of operations:

We hold and may acquire digital assets that may be subject to volatile market prices, impairment and unique risks of loss.

We have recently begun to use a portion of our cash to purchase digital assets or certain other alternative reserve assets. During the first quarter of 2021, we invested an aggregate \$7,800 thousands in bitcoin, and we may expect to continue acquiring and holding digital assets from time to time.

The prices of digital assets have been and may continue to be highly volatile, including as a result of various associated risks and uncertainties. For example, the prevalence of such assets is a relatively recent development, and their long-term adoption by investors, consumers and businesses is unpredictable. Moreover, they rely on technology for their creation, existence and transactional validation and their decentralization may subject their integrity to the threat of malicious attacks and technological obsolescence. The status of such assets for a variety regulatory purposes is unclear and may change in the future.

As digital assets, including bitcoin, have grown in popularity and market size, there has been increasing focus on the extent to which digital assets can be used to launder the proceeds of illegal activities or fund criminal or terrorist activities, or entities subject to sanctions regimes. If we are found to have purchased bitcoin or other digital assets from persons that have used the digital assets to launder money or from persons subject to sanctions, we may be subject to regulatory proceedings and further transactions or dealings in bitcoin or other digital assets may be restricted or prohibited.

Digital assets are currently considered indefinite-lived intangible assets under applicable accounting rules, meaning that any decrease in their fair value below our carrying value for such assets at any time will require us to recognize impairment charges. This may adversely affect our operating results in any period in which such impairment occurs, which in turn could have a material adverse effect on the market price of our shares. We may not recognize any increases in fair value while we hold the assets.

As intangible assets without centralized issuers or governing bodies, digital assets have been, and may in the future be, subject to security breaches, cyberattacks or other malicious activities, as well as human errors or computer malfunctions, that may result in operational problems or the loss or destruction of private keys needed to access such assets, which may be irreversible and could adversely affect the value of our bitcoin and an investment in our Company. While we intend to take reasonable measures to secure any digital assets, if such threats are realized or the measures or controls we implement to secure our digital assets fail, it could result in a partial or total misappropriation or loss of our digital assets, and our financial condition and operating results may be adversely affected.

Item 2 — Issuer Purchases of Equity Securities

Period	(a) Total Number of Shares Purchased	(b) Average Price per Share (1)(2)	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Program (in millions) (2)
January, 2021	—	—	—	Up to \$251
February, 2021	—	—	—	Up to \$251
March, 2021	17,408	2,513.84	17,408	Up to \$251

(1) Average price paid per share does not include costs associated with the repurchases.

(2) On August 30, 2020 the Board authorized the repurchase of Shares for an aggregate consideration of up to \$350 million. The share repurchase program expires on August 31, 2021 and may be suspended from time to time or discontinued. The repurchases are being executed from time to time, subject to general business and market and price conditions and other investment opportunities, through open-market purchases, block trades, derivatives, trading plans established in accordance with SEC rules, or privately negotiated transactions. Please refer to Note 15 of our unaudited interim condensed consolidated financial statements for additional detail.

Item 6 — Exhibits

The information set forth under “Index to Exhibits” below is incorporated herein by reference.

MercadoLibre, Inc.

INDEX TO EXHIBITS

3.1	Registrant’s Amended and Restated Certificate of Incorporation. ⁽¹⁾
3.2	Registrant’s Amended and Restated Bylaws. ⁽¹⁾
4.1	Form of Specimen Certificate for the Registrant’s Common Stock. ⁽²⁾
4.2	Indenture with respect to the Registrant’s 2.00% Convertible Senior Notes due 2028, dated as of August 24, 2018, between the Registrant and Wilmington Trust, National Association, as trustee. ⁽³⁾
4.3	Indenture, dated January 14, 2021, between MercadoLibre, Inc., MercadoLibre S.R.L., Ibazar.com Atividades de Internet Ltda., eBazar.com.br Ltda., Mercado Envios Servicios de Logistica Ltda., MercadoPago.com Representações Ltda., MercadoLibre Chile Ltda., MercadoLibre, S. de R.L. de C.V., DeRemate.com de México, S. de R.L. de C.V. and MercadoLibre Colombia Ltda. and The Bank of New York Mellon, as trustee. ⁽⁴⁾
4.4	First Supplemental Indenture, dated January 14, 2021, between MercadoLibre, Inc., MercadoLibre S.R.L., Ibazar.com Atividades de Internet Ltda., eBazar.com.br Ltda., Mercado Envios Servicios de Logistica Ltda., MercadoPago.com Representações Ltda., MercadoLibre Chile Ltda., MercadoLibre, S. de R.L. de C.V., DeRemate.com de México, S. de R.L. de C.V. and MercadoLibre Colombia Ltda. and The Bank of New York Mellon, as trustee. ⁽⁴⁾
4.5	Form of Global Note representing the Registrant’s 2.375% Sustainability Notes due 2026. ⁽⁴⁾
4.6	Form of Global Note representing the Registrant’s 3.125% Notes due 2031. ⁽⁴⁾
10.1	Amended and Restated 2015 Long-Term Retention Program *
10.2	Amended and Restated 2016 Long-Term Retention Program *
10.3	Amended and Restated 2017 Long-Term Retention Program *
10.4	Amended and Restated 2018 Long-Term Retention Program *
10.5	Amended and Restated 2019 Long-Term Retention Program *
10.6	Amended and Restated 2020 Long-Term Retention Program *
10.7	2021 Long-Term Retention Program ⁽⁵⁾
31.1	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
31.2	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *
101	The following financial statements from the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, formatted in Inline XBRL: (i) Interim Condensed Consolidated Balance Sheets, (ii) Interim Condensed Consolidated Statements of Income, (iii) Interim Condensed Consolidated Statements of Comprehensive Income, (iv) Interim Condensed Statements of Equity, (v) Interim Condensed Consolidated Statements of Cash Flows, and (vi) Notes to Interim Condensed Consolidated Financial Statements.
104	The cover page from the Company’s Form 10-Q for the quarterly period ended March 31, 2021, formatted in Inline XBRL and contained in Exhibit 101

* Filed or furnished herewith, as applicable.

(1) Incorporated by reference to the Registration Statement on Form S-1 filed on May 11, 2007.

(2) Incorporated by reference to the Registrant’s Annual Report on Form 10-K for the year ended December 31, 2008 filed on February 27, 2009.

(3) Incorporated by reference to the Registrant’s Current Report on Form 8-K filed on August 24, 2018.

(4) Incorporated by reference to the Registrant’s Current Report on Form 8-K filed on January 14, 2021.

(5) Incorporated by reference to the Registrant’s Current Report on Form 8-K filed on May 5, 2021.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 6, 2021.

MERCADOLIBRE, INC.

Registrant

By: /s/ Marcos Galperin
Marcos Galperin
President and Chief Executive Officer

By: /s/ Pedro Arnt
Pedro Arnt
Executive Vice President and Chief Financial Officer

MERCADOLIBRE, INC. 2015 LONG TERM RETENTION PROGRAM

**Effective as of January 1, 2015
As Amended and Restated
Effective January 1, 2021**

Contents

MercadoLibre, Inc. 2015 Long Term Retention Program

Article 1.	Purpose	1
Article 2.	Definitions	1
Article 3.	Participation; Performance Goals and Award Opportunities	5
Article 4.	Review of Participant’s Performance	6
Article 5.	Payment of Awards	6
Article 6.	Termination of Employment; Forfeitures	9
Article 7.	Administrative Provisions	11

Article 1. Purpose

The MercadoLibre, Inc. 2015 Long Term Retention Program (the “Plan”) was effective as of January 1, 2015, was amended and restated effective as of January 1, 2016 and is further amended and restated as set forth herein effective as of January 1, 2021. The principal purpose of the Plan is to assist the Company in the retention of key employees that have valuable industry experience and developed competencies by rewarding Participants in relation to their individual results and their contributions to the organization, as well as overall Company goals and performance.

Article 2. Definitions

When used in the Plan, the following terms shall have the meanings set forth below:

“**Affiliate**” means with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood, that a Person shall be deemed to “control” another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding ownership interests in such other Person, through agreements or otherwise, and that direct or indirect ownership of ten percent (10%) or more of the voting interests of another Person shall always be deemed to constitute “control”).

“**Award**” means a specified amount, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2015 as determined by the Award Committee from time to time in its sole discretion in the form of cash only. Award payments hereunder shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of an Award are subject to the terms and conditions of the Plan, and subject to Article 7 of the Plan, any other terms and conditions determined by the Award Committee to be appropriate. An Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

“**Award Committee**” means the Compensation Committee of the Board, or such other committee that the Board appoints to administer this Plan, which shall have general administrative authority concerning the Plan, and shall, subject to Article 7, have the sole and absolute authority and discretion to resolve any and all terms and conditions of any Awards and disputes concerning the Plan and any Awards hereunder.

“**Board**” means the board of directors of the Company.

“**Cause**” means “cause” or a similar term set forth in the Participant’s employment agreement with the Company or, if no such agreement is then in effect, shall mean (A) the Participant’s material disregard of his responsibilities, authorities, powers, functions or duties or failure to act, (B) repeated or material negligence or misconduct by the Participant in the performance of his duties, (C) appropriation (or attempted

appropriation) of a business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company, (D) the commission by the Participant of any act of fraud, theft or financial dishonesty with respect to the Company, or any felony or criminal act involving moral turpitude or dishonesty on the part of the Participant, (E) the Participant's habitual drunkenness or excessive absenteeism not related to sickness, and/or (F) the material breach by the Participant of any provision of his employment agreement that is not cured by the Participant within thirty (30) days after written notice of breach has been delivered to the Participant by the Company, unless such breach is incapable of cure (in which case the Participant shall not be entitled to an opportunity to cure), in each case of clauses (A) through (F) above, as determined by the Board in good faith.

"Change in Control" shall mean a change in control of the Company which will be deemed to have occurred after the date hereof if:

- (a) any "person" as such term is used in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, is or becomes the beneficial owner, as such term is defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the combined voting power or Shares of the Company; provided, however, that such term shall not include (A) the Company or any of its subsidiaries, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Company's Shares, or (E) any person or group as used in Rule 13d-1(b) under the Exchange Act;
- (b) there is consummated a merger or consolidation of the Company or any of its direct or indirect subsidiaries with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than fifty percent (50%) of the combined voting power and Shares of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- (c) there is completed a sale or disposition by the Company of all or substantially all of the Company's assets (or any transaction having a similar effect, including a liquidation) other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, more than fifty percent (50%) of the combined voting power and common shares of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Shares of the Company immediately prior to such sale.

"Company" means MercadoLibre, Inc. and its consolidated subsidiaries, and MercadoLibre, Inc.'s successors or assigns.

“Covered Termination” means (i) a termination of a Participant’s employment by the Company without Cause and for a reason other than the Participant’s death or disability (as determined under Article 6(a)) or (ii) a Participant’s resignation from the Company with Good Reason.

“Eligible Employee” means an individual who is designated by the Award Committee as eligible for this Plan and who is employed by the Company as determined by the Award Committee.

“Good Reason” means (i) a material diminution in the Participant’s duties, functions and responsibilities to the Company without the Participant’s consent or the Company preventing the Participant from fulfilling or exercising the Participant’s materials duties, functions and responsibilities to the Company without the Participant’s consent; (ii) a material reduction in the Participant’s base salary or bonus opportunity or (iii) a requirement that the Participant relocate the Participant’s employment more than fifty (50) miles from the location of the Participant’s principal office without the consent of the Participant. A Participant’s resignation shall not be a resignation with Good Reason unless the Participant gives the Company written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

“Market Value” of a Share, as of any date, means (i) the average closing sale price of one Share as reported on a national stock exchange, including, but not limited to, the NASDAQ Global Market (a “National Stock Exchange”) during the sixty (60) trading day period (or such shorter period as the Shares are so listed) ending on the last trading day immediately preceding such date; (ii) if the Shares are not listed for trading on a National Stock Exchange during any day in that sixty (60) trading day period but are quoted on the Over-the-Counter-Bulletin Board (the “OTCBB”), the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the sixty (60) trading day period (or such shorter period as the Shares are so quoted) ending on the last trading day immediately preceding such date, (iii) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on a National Stock Exchange, the average closing sale price of one Share as reported on the National Stock Exchange during the ninety (90) trading day period ending on the last day the Shares were listed for trading on such Exchange or (iv) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on the OTCBB, the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the ninety (90) trading day period ending on the last day the Shares were quoted on the OTCBB. For purposes of calculating the benefits and valuing Shares for the single cash payment payable within fifteen (15) days after a Change in Control, the term “Market Value” means the amount determined under the preceding sentence determined as of the date on which the Change in Control occurs. For purposes of calculating benefits and

valuing Shares for other payments payable after a Change of Control, the term “Market Value” means, (x) in the event the Company is not the surviving entity in the Change in Control, the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs, or, (y) in the event the Company is the surviving entity in the Change in Control, the greater of (A) the amount determined under the first sentence of this paragraph and determined as of the date the benefit is a payable (e.g., as of the Payment Date of the appropriate year or the date of a Participant’s Covered Termination, as applicable) or (B) the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs.

“**MercadoLibre Business**” means any activities directly or indirectly related to Online Transactional Platforms, Online Classified Advertisements and/or Payment Platforms.

“**Minimum Eligibility Conditions**” means the minimum conditions established by the Award Committee and approved by the Board that a Participant must meet in order to be eligible to receive payments under any Award hereunder.

“**Online Classified Advertisements**” means listings of goods, products or services on Internet sites, which listings (1) serve the same purpose as the listings appearing in the classifieds section of printed newspapers, (2) include direct contact information of the seller via telephone, e-mail or any offline method, which contact information is readily and continuously available to any visitor without restriction or special action required from the visitor, or provide for a method to contact the seller so that the seller may then respond providing direct contact information, and (3) are on Internet sites the operator or administrator of which does not (x) play any role in consummating the transaction to which the listing relates, or (y) provide any information (other than contact information) to the seller regarding the potential buyer or interested party, or otherwise serve as middle-man between a potential buyer and seller (other than for the limited purposes expressly set forth in this paragraph), or (z) charge any fee or commission for such transaction (including, without limitation, any fees for completion of transactions and/or fees based on number of users contacting another user) other than a listing fee, which is a fee for placing the listing on the website and is chargeable before or at the time such listing appears. Examples of Online Classifieds Advertisements include Craigslist.com, Kijiji.com, and olx.com.

“**Online Transactional Platforms**” means online transactional platforms or similar as determined by the Award Committee including, but not limited to, (a) any online platform offering a wide variety of product lines and/or services, operating in a manner similar to Amazon.com or Submarino.com as of the date hereof and/or (b) online transactional marketplaces located on websites in which sellers and potential buyers transact for any kinds of goods and/or services, which goods and/or services are displayed on such website, and in which the sellers’ and potential buyers’ initial contact can only be made through such website (for purposes of initial contact, direct contact information of another user is not made available to users, in accordance with the terms of use of such website), such as eBay.com, MercadoLibre.com, DeRemate.com, etc. (and any such domain name with country suffixes).

“**Participant**” means an Eligible Employee who is designated as eligible to receive an Award for services provided in 2015. The designation of an individual as a Participant under this Plan shall not provide the individual with any rights to any future participation for any subsequent long term retention plans that may be adopted by the Company in future years but, subject to the terms of the Plan, an individual shall remain a Participant for purposes of receiving a payment of an Award until such individual ceases to be an Eligible Employee.

“**Payment Date**” means a date prior to April 30, to be selected by the Company in its sole discretion.

“**Payments Platforms**” means websites or platforms enabling the sending, receipt, holding and/or transfer of money from one user to another user through an account that is funded by, among other things, traditional payment methods and then used to transact with another user electronically, such as PayPal.com, MercadoPago.com, or Dineromail.com (and any such domain name with country suffixes).

“**Performance Goals**” means any goals, metrics or other performance measures of the Company in 2015 that is established for a Participant, the attainment of which will result in an Award becoming payable to the Participant, subject to the terms of the Plan. It is currently anticipated that Performance Goals generally will be based on pre-set goals for financial and operational performance of the Company.

“**Person**” means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or any other similar entity or a governmental or quasi-governmental body.

“**Shares**” means shares of common stock of the Company, \$0.001 par value per share.

“**Territory**” means the United States of America and each country and territory in Latin America and the Caribbean, including, without limitation, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

Article 3. Participation; Performance Goals and Award Opportunities

The amount of the Award for each Plan Participant and the Performance Goals applicable to such Award will be established by the Award Committee and communicated to each Plan Participant. The amount of each Award may be different for each Participant or levels of Participants as determined by the Award Committee.

The amount of each Award shall be enumerated as a specified amount, calculated in accordance with Article 5 hereof, of United States dollars, unless the Award Committee determines the amount of any such Award in a local currency. The amount of each Award, to the extent it becomes payable, shall be paid in the form of cash only.

Article 4. Review of Participant's Performance

Performance Goals will generally be set and determined for the 2015 calendar year by the Award Committee. The Award Committee, with input from the Company officer responsible for each Participant, will evaluate such Participant's performance relative to the Performance Goals.

Article 5. Payment of Awards

(a) If a Participant does not satisfy the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall be forfeited, and shall not become payable to such Participant under this Plan. If the Participant meets the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall become payable to the Participant in accordance with and subject to the terms of this Article 5 and Article 6.

Subject to the following paragraphs and Article 6, only if the Participant is employed as an Eligible Employee on the date each portion of the Award is to be paid to such Participant, the Award shall be payable as follows:

- (1) Eight and one-third percent (8.33%) of the Award shall be payable to the Participant on the Payment Date of each calendar year for a period of six (6) years starting in 2016; and
- (2) the Participant shall receive on the Payment Date of each calendar year for a period of six (6) years starting in 2016, an Award payment equal in value to the product of (i) multiplied by (ii), where (i) equals eight and one-third percent (8.33%) of the Award and (ii) equals the quotient of (a) divided by (b), where (a), the numerator, equals the Market Value as of the first day of the fiscal year in which the applicable Payment Date occurs and (b), the denominator, equals \$127.29 (the average closing price of the Company's common stock on the NASDAQ Global Market during the final sixty (60) trading days of 2014).

(b) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) Each Participant who is employed by the Company on the date a Change in Control occurs shall be vested in the right to receive fifty percent (50%) of the Award payments scheduled to be paid thereafter.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to fifty percent (50%) of the Award payments scheduled to be paid after the Change in Control (based on the Market Value on the date the Change in Control occurs).

- (3) Each Award payment scheduled to be paid after the Change in Control shall be reduced by fifty percent (50%), *i.e.*, to reflect the single cash payment under clause (2) of this paragraph, and shall continue to be paid on each Payment Date in accordance with the preceding paragraph, subject to the Participant's continued employment; provided, however, that if a Participant described in clause (1) of this paragraph experiences a Covered Termination on or after Change in Control, then any Award payments scheduled to be paid after the Covered Termination shall be paid in a single cash payment (based on the Market Value on the date of the Covered Termination) within fifteen (15) days after the Covered Termination.

(c) Notwithstanding anything in the Plan or any agreement entered into in connection with or pursuant to the Plan:

- (1) The portion of any Award under this Plan that was forfeited or forfeitable upon the Participant's Covered Termination before a Change in Control shall be reinstated (or if not yet forfeited, retained) as of the date of the Change in Control if such date is not more than one hundred and twenty (120) days after the date of the Covered Termination.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to one hundred percent (100%) of the Award payments scheduled to be paid after the date of the Participant's Covered Termination. With respect to any Award payment originally scheduled to have been paid before the date of the Change in Control, the amount of such payment will be based on the Market Value on the date of the Covered Termination. With respect to any Award payments scheduled to be paid on or after the Change in Control, the amount of such payment will be based on the Market Value on the date the Change in Control occurs.
- (3) If a Participant holding an Award that constitutes "deferred compensation" under Section 409A of the Internal Revenue Code of 1986 (the "Code") is a "specified employee" for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a "separation from service" (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant's "separation from service" (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule. Each

payment provided any Participant in connection with an Award granted hereunder shall be considered a separate payment for purposes of Section 409A of the Code.

(d) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) If any portion of an Award received or to be received by a Participant (either alone or together with other payments or benefits which such Participant received or realized or is then entitled to receive or realize from the Company under any other plan, program, arrangement or agreement in connection with a Change in Control or a Participant's termination of employment) (all such payments and benefits, being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to any excise tax imposed under section 4999 of the Code (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in any other plan, program, arrangement or agreement, the Company will reduce the payment of the Award to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Award will only be reduced if (i) the net amount of any Total Payments, as so reduced (and after subtracting the net amount of United States federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such unreduced Total Payments).
- (2) If (A) any portion of the Total Payments other than an Award (the "Other Payments") is required to be reduced pursuant to a provision substantially similar to this Article 5(d), (B) any portion of an Award is required to be reduced pursuant to this Article 5(d); and (C) there is no other provision in any other plan, program, arrangement or agreement governing the payment of the Other Payments which dictates the order of the reduction in the Other Payments, then the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be

reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to section 409A of the Code as deferred compensation.

- (3) For purposes of determining whether and the extent to which the Award will be subject to the Excise Tax and the amount of such Excise Tax: (i) no portion of the Award the receipt or enjoyment of which the Participant shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code will be taken into account; and (ii) no portion of the Award will be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Award will be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in section 280G(b)(3) of the Code) allocable to such reasonable compensation.
- (4) The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Article 5 will not of itself limit or otherwise affect any other rights of the Participant under the Plan. The Participant and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Award.

Article 6. Termination of Employment; Forfeitures

(a) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, participation in the Plan shall cease immediately upon a Participant's retirement, resignation or termination of employment as an Eligible Employee for any reason (with or without Cause), or if determined by the Award Committee, upon the Participant's death

or disability. Disability will be determined under the Company's long term disability plan, if any, or upon receipt of a letter of determination or similar of the Participant's complete disability by the applicable governmental authority under local applicable law, which complete disability entitles the Participant to disability payments under local law.

(b) In the event that:

- (1) while the Participant is employed by the Company, he or she engages in, directly or indirectly, any other business or activity that could materially or adversely affect the Company's business or his or her ability to perform his or her duties for the Company, including, but not limited to, any activities adversely affecting the MercadoLibre Business anywhere in the Territory;
- (2) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she directly or indirectly, on his or her own behalf or on behalf of another Person or entity, hires or solicits for hire any employees of the Company or its Affiliates or in any manner attempts to influence or induce any employee of the Company or its Affiliates to leave their employment; or
- (3) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she alone (or in association with any other Person) directly or indirectly, in any capacity, owns, operates, manages, controls, engages in, invests in, becomes employed by, acts as a consultant or advisor to, or provides services for, or otherwise assists any other Person in activities that are competitive with the MercadoLibre Business anywhere in the Territory,

he or she will automatically forfeit any and all benefits received under the Plan and any and all benefits which the Participant may otherwise be entitled to receive under the Plan. If the Participant terminates employment with the Company for any reason (with or without Cause) and he or she alone (or in association with any other Person) takes any of the action set forth in subparagraph (1), (2) or (3) above, the Participant will be required to immediately, and in no event more than five (5) days following the termination of the Participant's employment, return all amounts which the Participant has received under the terms of the Plan (the "Recovery Amount"), and the Participant and the Company hereby agree to the following, notwithstanding any Plan provision to the contrary:

- (i) that the Company may withhold all or a portion of the Recovery Amount from any salary, wages or other amounts due to the Participant from the Company; and

- (ii) in addition to the Recovery Amount, the Company may also recover any fees incurred by the Company in seeking to collect the Recovery Amount, including, but not limited to, the Company's reasonable attorneys' fees.

Notwithstanding the foregoing, ownership of less than five percent (5%) of the outstanding capital stock of any Person whose securities are registered under the Securities Exchange Act of 1934, as amended, in and of itself shall not be cause for automatic forfeiture under Article 6(b)(3), whether or not the subject Person is competitive with the Company.

(c) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, the portion of any Award under this Plan that has not been actually paid to the Participant prior to the date of such resignation or other termination of employment shall be forfeited, except that the Award Committee, in its discretion, may pay all or part of the amount that remains payable under an Award upon the disability or death of the Participant in accordance with such rules or procedures established by the Award Committee provided, however, that any amount of the Award payment that the Award Committee determines to pay shall be paid no later than March 15 of the year following the year that the Participant's employment ends on account of disability or death. Notwithstanding any provision of the Plan to the contrary, any Award paid to the Participant shall be subject to recovery by the Company in the event that the Participant is terminated for Cause and shall, to the extent permitted by law, be subject to recovery from any amounts owed by the Company to the Participant, including, but not limited to, offsetting any amounts owed under the Plan to the Company against any amounts otherwise owed to the Participant by the Company.

(d) If the Award Committee decides to pay all or part of an Award after the death of a Participant in accordance with this Article 6, the Participant may designate in writing one or more persons ("beneficiary") to receive any unpaid portion of the Participant's Award upon the death of the Participant. By similar action, the Participant may designate a change of beneficiary at any time, which change shall be effective only upon receipt by the Award Committee of said notice. The last such designation form filed with the Award Committee prior to the Participant's death shall control. The Award Committee may establish a form or other requirements for such designation. If the Participant designates his spouse as a beneficiary, the divorce of Participant shall automatically revoke that designation of his spouse as beneficiary except to the extent otherwise provided in a subsequent beneficiary designation filed by the Participant with the Award Committee. In the absence of a written designation, or in the event the Participant dies without a beneficiary surviving him, any amount which would otherwise be payable on account of his death shall be paid to the surviving spouse of the Participant or if none, to the Participant's estate. A beneficiary of a Participant shall have no interest or rights hereunder during the lifetime of the Participant.

Article 7. Administrative Provisions

A. The Plan was approved by the Board on August 4, 2015 to be effective as of January 1, 2015 for all services provided by Participants in 2015, was amended and restated effective as of January 1, 2016 and is further amended and restated as set forth herein effective as of January 1, 2021.

B. Unless the Board provides otherwise, the Plan shall be administered and interpreted by the Award Committee, which has been provided absolute authority hereunder to administer the Plan. The Board and its members, the members of the Award Committee and any other individual who may, from time to time, have been delegated responsibility with respect to the administration of this Plan (collectively, "Authorized Persons"), shall have the full authority, discretion and power necessary or desirable to administer and interpret this Plan, in accordance with the Plan terms. Benefits under the Plan shall be payable only if the Authorized Persons in their respective sole and absolute discretion determine that any such benefits are properly payable under the Plan. Without in any way limiting the foregoing, all Authorized Persons shall have complete authority, sole discretion and power to: (i) determine the Participants; (ii) determine the Performance Goals applicable to each Participant, as well as the relative weighting of each such Performance Goals to determine eligibility for payment of an Award hereunder; (iii) evaluate and determine the performance of Participants; (iv) determine the amount of the Award for each Participant; (v) interpret the provisions of this Plan and any other documentation used in connection with this Plan, including documentation specifying individual Participant Performance Goals, Award opportunities and the like; (vi) establish and interpret rules, regulations and procedures (written or by practice) for the administration of the Plan; and (vii) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. The express grant in the Plan of any specific power to Authorized Persons shall not be construed as limiting any power or authority of such Authorized Person. All actions, decisions and interpretations of the Authorized Persons shall be final, conclusive and binding on all parties. All expenses of administering the Plan shall be borne by the Company.

C. Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment or otherwise to impose any limitation on any right of the Company to terminate a Participant's employment at any time for any or no reason.

D. A Participant shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any Award made under the Plan, nor will any Participant have any lien on any assets of the Company by reason of any Award made under the Plan.

E. The Company shall have the right to deduct or withhold, or require a Participant to remit to the Company, any taxes required by law to be withheld from Awards made under this Plan.

F. The Plan may be amended, suspended or terminated at any time and from time to time, by action of the Board or the Award Committee, including, without limitation, by way of an amendment to eliminate Award payments during any calendar year, as determined by any of the Authorized Persons in its sole discretion, but in any event, the Plan will be terminated no later than upon the last date the Company pays all Participants any and all amounts that may be due under the Plan and

no amounts remain due and payable under the Plan to any person as determined by Award Committee. The preceding sentence to the contrary notwithstanding, on and after a Change in Control, no amendment, suspension or termination of the Plan that adversely affects the rights of a Participant (or the beneficiary of a deceased Participant who has not received payment of an amount approved by the Award Committee under Article 6), shall be effective without the written consent of that Participant or beneficiary.

G. The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for such Participant for any period of time. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or in any way affect any right and power of the Company to terminate the employment of any employee at any time without assigning a reason therefor.

H. This Plan, insofar as it provides for Awards, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under this Plan shall be based solely upon any contractual obligations which may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

I. In order to be effective, any amendment of this Plan or any Award must be in writing and made by the Award Committee. No oral statement, representation, written presentation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the Board, the Chief Executive, the Award Committee or any individual who has been delegated authority to administer this Plan.

J. The Plan shall be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to principles of conflicts of law.

K. In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

L. Except for their own gross negligence or gross misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms of this Plan, the Company (and its affiliates), Board and its members, the Award Committee and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and

their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

M. Should the Company effect one or more stock dividends, stock splits, subdivisions or consolidations of Shares or other similar changes in capitalization, then the terms of outstanding Awards shall be adjusted as the Award Committee shall determine to be equitably required. Any determination made under this Article 7(M) by the Award Committee shall be final and conclusive. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, Awards.

Executed on the [•] day of [•], 2021 to be effective as of the 1st day of January, 2021.

MercadoLibre, Inc.

By:

MERCADOLIBRE, INC. 2016 LONG TERM RETENTION PROGRAM

**Effective as of January 1, 2016
As Amended and Restated
Effective January 1, 2021**

Contents

MercadoLibre, Inc. 2016 Long Term Retention Program

Article 1.	Purpose	1
Article 2.	Definitions	1
Article 3.	Participation; Performance Goals and Award Opportunities	6
Article 4.	Review of Participant’s Performance	6
Article 5.	Payment of Awards	6
Article 6.	Termination of Employment; Forfeitures	10
Article 7.	Administrative Provisions	12

Article 1. Purpose

The MercadoLibre, Inc. 2016 Long Term Retention Program (the “Plan”) was effective as of January 1, 2016 and is further amended and restated as set forth herein effective as of January 1, 2021. The principal purpose of the Plan is to assist the Company in the retention of key employees that have valuable industry experience and developed competencies by rewarding Participants in relation to their individual results and their contributions to the organization, as well as overall Company goals and performance.

Article 2. Definitions

When used in the Plan, the following terms shall have the meanings set forth below:

“**Affiliate**” means with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood, that a Person shall be deemed to “control” another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding ownership interests in such other Person, through agreements or otherwise, and that direct or indirect ownership of ten percent (10%) or more of the voting interests of another Person shall always be deemed to constitute “control”).

“**Award**” means any Fixed Award or any Variable Award.

“**Award Committee**” means the Compensation Committee of the Board, or such other committee that the Board appoints to administer this Plan, which shall have general administrative authority concerning the Plan, and shall, subject to Article 7, have the sole and absolute authority and discretion to resolve any and all terms and conditions of any Awards and disputes concerning the Plan and any Awards hereunder.

“**Board**” means the board of directors of the Company.

“**Cause**” means “cause” or a similar term set forth in the Participant’s employment agreement with the Company or, if no such agreement is then in effect, shall mean (A) the Participant’s material disregard of his responsibilities, authorities, powers, functions or duties or failure to act, (B) repeated or material negligence or misconduct by the Participant in the performance of his duties, (C) appropriation (or attempted appropriation) of a business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company, (D) the commission by the Participant of any act of fraud, theft or financial dishonesty with respect to the Company, or any felony or criminal act involving moral turpitude or dishonesty on the part of the Participant, (E) the Participant’s habitual drunkenness or excessive absenteeism not related to sickness, and/or (F) the material breach by the Participant of any provision of his employment agreement that is not cured by the Participant within thirty (30) days after written notice of breach has been delivered to the Participant by the Company, unless such breach is incapable of cure (in which case

the Participant shall not be entitled to an opportunity to cure), in each case of clauses (A) through (F) above, as determined by the Board in good faith.

“**Change in Control**” shall mean a change in control of the Company which will be deemed to have occurred after the date hereof if:

- (a) any “person” as such term is used in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, is or becomes the beneficial owner, as such term is defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the combined voting power or Shares of the Company; provided, however, that such term shall not include (A) the Company or any of its subsidiaries, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Company’s Shares, or (E) any person or group as used in Rule 13d-1(b) under the Exchange Act;
- (b) there is consummated a merger or consolidation of the Company or any of its direct or indirect subsidiaries with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than fifty percent (50%) of the combined voting power and Shares of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- (c) there is completed a sale or disposition by the Company of all or substantially all of the Company’s assets (or any transaction having a similar effect, including a liquidation) other than a sale or disposition by the Company of all or substantially all of the Company’s assets to an entity, more than fifty percent (50%) of the combined voting power and Shares of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Shares of the Company immediately prior to such sale.

“**Company**” means MercadoLibre, Inc. and its consolidated subsidiaries, and MercadoLibre, Inc.’s successors or assigns.

“**Covered Termination**” means (i) a termination of a Participant’s employment by the Company without Cause and for a reason other than the Participant’s death or disability (as determined under Article 6(a)) or (ii) a Participant’s resignation from the Company with Good Reason).

“**Eligible Employee**” means an individual who is designated by the Award Committee as eligible for this Plan and who is employed by the Company as determined by the Award Committee.

“Fixed Award” means a specified cash award, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2016, as determined by the Award Committee from time to time in its sole discretion. Fixed Award payments shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of the Fixed Award are subject to the terms and conditions of the Plan and, subject to Article 7 of the Plan, any other terms and conditions determined by the Award Committee to be appropriate. The Fixed Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

“Good Reason” means (i) a material diminution in the Participant’s duties, functions and responsibilities to the Company without the Participant’s consent or the Company preventing the Participant from fulfilling or exercising the Participant’s materials duties, functions and responsibilities to the Company without the Participant’s consent; (ii) a material reduction in the Participant’s base salary or bonus opportunity or (iii) a requirement that the Participant relocate the Participant’s employment more than fifty (50) miles from the location of the Participant’s principal office without the consent of the Participant. A Participant’s resignation shall not be a resignation with Good Reason unless the Participant gives the Company written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

“Market Value” of a Share, as of any date, means (i) the average closing sale price of one Share as reported on a national stock exchange, including, but not limited to, the NASDAQ Global Market (a “National Stock Exchange”) during the sixty (60) trading day period (or such shorter period as the Shares are so listed) ending on the last trading day immediately preceding such date; (ii) if the Shares are not listed for trading on a National Stock Exchange during any day in that sixty (60) trading day period but are quoted on the Over-the-Counter-Bulletin Board (the “OTCBB”), the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the sixty (60) trading day period (or such shorter period as the Shares are so quoted) ending on the last trading day immediately preceding such date, (iii) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on a National Stock Exchange, the average closing sale price of one Share as reported on the National Stock Exchange during the ninety (90) trading day period ending on the last day the Shares were listed for trading on such Exchange or (iv) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on the OTCBB, the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the ninety (90) trading day period ending on the last day the Shares were quoted on the OTCBB. For purposes of calculating the benefits and valuing Shares for the single cash payment payable within fifteen (15) days after a Change in Control, the term “Market Value” means the amount determined under the preceding sentence determined as of the

date on which the Change in Control occurs. For purposes of calculating benefits and valuing Shares for other payments payable after a Change of Control, the term "Market Value" means, (x) in the event the Company is not the surviving entity in the Change in Control, the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs, or, (y) in the event the Company is the surviving entity in the Change in Control, the greater of (A) the amount determined under the first sentence of this paragraph and determined as of the date the benefit is payable (*e.g.*, as of the Payment Date of the appropriate year or the date of a Participant's Covered Termination, as applicable) or (B) the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs.

"MercadoLibre Business" means any activities directly or indirectly related to Online Transactional Platforms, Online Classified Advertisements and/or Payment Platforms.

"Minimum Eligibility Conditions" means the minimum conditions established by the Award Committee and approved by the Board that a Participant must meet in order to be eligible to receive payments under any Award hereunder.

"Online Classified Advertisements" means listings of goods, products or services on Internet sites, which listings (1) serve the same purpose as the listings appearing in the classifieds section of printed newspapers, (2) include direct contact information of the seller via telephone, e-mail or any offline method, which contact information is readily and continuously available to any visitor without restriction or special action required from the visitor, or provide for a method to contact the seller so that the seller may then respond providing direct contact information, and (3) are on Internet sites the operator or administrator of which does not (x) play any role in consummating the transaction to which the listing relates, or (y) provide any information (other than contact information) to the seller regarding the potential buyer or interested party, or otherwise serve as middle-man between a potential buyer and seller (other than for the limited purposes expressly set forth in this paragraph), or (z) charge any fee or commission for such transaction (including, without limitation, any fees for completion of transactions and/or fees based on number of users contacting another user) other than a listing fee, which is a fee for placing the listing on the website and is chargeable before or at the time such listing appears. Examples of Online Classifieds Advertisements include Craigslist.com, Kijiji.com, and olx.com.

"Online Transactional Platforms" means online transactional platforms or similar as determined by the Award Committee including, but not limited to, (a) any online platform offering a wide variety of product lines and/or services, operating in a manner similar to Amazon.com or Submarino.com as of the date hereof and/or (b) online transactional marketplaces located on websites in which sellers and potential buyers transact for any kinds of goods and/or services, which goods and/or services are displayed on such website, and in which the sellers' and potential buyers' initial contact can only be made through such website (for purposes of initial contact, direct contact information of another user is not made available to users, in accordance with the terms

of use of such website), such as eBay.com, MercadoLibre.com, DeRemate.com, etc. (and any such domain name with country suffixes).

“Participant” means an Eligible Employee who is designated as eligible to receive an Award for services provided in 2016. The designation of an individual as a Participant under this Plan shall not provide the individual with any rights to any future participation for any subsequent long term retention plans that may be adopted by the Company in future years but, subject to the terms of the Plan, an individual shall remain a Participant for purposes of receiving a payment of an Award until such individual ceases to be an Eligible Employee.

“Payment Date” means a date prior to April 30, to be selected by the Company in its sole discretion.

“Payments Platforms” means websites or platforms enabling the sending, receipt, holding and/or transfer of money from one user to another user through an account that is funded by, among other things, traditional payment methods and then used to transact with another user electronically, such as PayPal.com, MercadoPago.com, or Dineromail.com (and any such domain name with country suffixes).

“Performance Goals” means any goals, metrics or other performance measures of the Company in 2016 that is established for a Participant, the attainment of which will result in an Award becoming payable to the Participant, subject to the terms of the Plan. It is currently anticipated that Performance Goals generally will be based on pre-set goals for financial and operational performance of the Company.

“Person” means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or any other similar entity or a governmental or quasi-governmental body.

“Shares” means shares of common stock of the Company, \$0.001 par value per share.

“Territory” means the United States of America and each country and territory in Latin America and the Caribbean, including, without limitation, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

“Variable Award” means a specified cash award, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2016, as determined by the Award Committee from time to time in its sole discretion. Variable award payments hereunder shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of the Variable Award are subject to the terms and conditions of the Plan and any other terms and conditions determined by the Award Committee to be appropriate in accordance with Article 7 of the Plan. The Variable Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

Article 3. Participation; Performance Goals and Award Opportunities

The amount of the Awards for each Plan Participant and the Performance Goals applicable to such Awards will be established by the Award Committee and communicated to each Plan Participant. The amount of each Award may be different for each Participant or levels of Participants as determined by the Award Committee.

The amount of each Award shall be enumerated as a specified amount, calculated in accordance with Article 5 hereof, of United States dollars, unless the Award Committee determines the amount of any such Award in a local currency. The amount of each Award, to the extent it becomes payable, shall be paid in the form of cash only.

Article 4. Review of Participant's Performance

Performance Goals will generally be set and determined for the 2016 calendar year by the Award Committee. The Award Committee, with input from the Company officer responsible for each Participant, will evaluate such Participant's performance relative to the Performance Goals.

Article 5. Payment of Awards

(a) If a Participant does not satisfy the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall be forfeited, and shall not become payable to such Participant under this Plan. If the Participant meets the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall become payable to the Participant in accordance with and subject to the terms of this Article 5 and Article 6.

Subject to the following paragraphs and Article 6, only if the Participant is employed as an Eligible Employee on the date each portion of the Fixed and the Variable Awards, as applicable, are to be paid to such Participant, any such Awards shall be payable as follows:

If a Participant has been granted a Fixed Award:

- (1) Sixteen and two-thirds percent (16.66%) of such Fixed Award shall be payable to the Participant on the Payment Date of each calendar year for a period of six (6) years starting in 2017; and

If a Participant has been granted a Variable Award:

- (2) the Participant shall receive on the Payment Date of each calendar year for a period of six (6) years starting in 2017, a Variable Award payment equal in value to the product of (i) multiplied by (ii), where (i) equals sixteen and two-thirds percent (16.66%) of the Variable Award and (ii) equals the quotient of (a) divided by (b), where (a), the numerator, equals the Market Value as of the first day of the fiscal year in which the applicable Payment Date occurs and (b), the denominator, equals \$111.02 (the average closing price of the Company's common stock on the NASDAQ Global Market during the final sixty (60) trading days of 2015).

(b) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) Each Participant who is employed by the Company on the date a Change in Control occurs shall be vested in the right to receive fifty percent (50%) of the Award payments scheduled to be paid thereafter.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to fifty percent (50%) of the Award payments scheduled to be paid after the Change in Control (based on the Market Value on the date the Change in Control occurs).
- (3) Each Award payment scheduled to be paid after the Change in Control shall be reduced by fifty percent (50%), *i.e.*, to reflect the single cash payment under clause (2) of this paragraph, and shall continue to be paid on each Payment Date in accordance with the preceding paragraph, subject to the Participant's continued employment; provided, however, that if a Participant described in clause (1) of this paragraph experiences a Covered Termination on or after Change in Control, then any Award payments scheduled to be paid after the Covered Termination shall be paid in a single cash payment (based on the Market Value on the date of the Covered Termination) within fifteen (15) days after the Covered Termination.

(c) Notwithstanding anything in the Plan or any agreement entered into in connection with or pursuant to the Plan:

- (1) The portion of any Award under this Plan that was forfeited or forfeitable upon the Participant's Covered Termination before a Change in Control shall be reinstated (or if not yet forfeited, retained) as of the date of the Change in Control if such date is not more than one hundred and twenty (120) days after the date of the Covered Termination.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to one hundred percent (100%) of the Award payments scheduled to be paid after the date of the Participant's Covered Termination. With respect to any Award payment originally scheduled to have been paid before the date of the Change in Control, the amount of such payment will be based on the Market Value on the date of the Covered Termination. With respect to any Award payments scheduled to be paid on or after the Change in Control, the amount of such payment will be based on the Market Value on the date the Change in Control occurs.

- (3) If a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Internal Revenue Code of 1986 (the “Code”) is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule. Each payment provided any Participant in connection with an Award granted hereunder shall be considered a separate payment for purposes of Section 409A of the Code.

(d) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) If any portion of an Award received or to be received by a Participant (either alone or together with other payments or benefits which such Participant received or realized or is then entitled to receive or realize from the Company under any other plan, program, arrangement or agreement in connection with a Change in Control or a Participant’s termination of employment) (all such payments and benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to any excise tax imposed under section 4999 of the Code (the “Excise Tax”), then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in any other plan, program, arrangement or agreement, the Company will reduce the payment of the Award to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Award will only be reduced if (i) the net amount of any Total Payments, as so reduced (and after subtracting the net amount of United States federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

- (2) If (A) any portion of the Total Payments other than an Award (the “Other Payments”) is required to be reduced pursuant to a provision substantially similar to this Article 5(d), (B) any portion of an Award is required to be reduced pursuant to this Article 5(d); and (C) there is no other provision in any other plan, program, arrangement or agreement governing the payment of the Other Payments which dictates the order of the reduction in the Other Payments, then the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to section 409A of the Code as deferred compensation.
- (3) For purposes of determining whether and the extent to which the Award will be subject to the Excise Tax and the amount of such Excise Tax: (i) no portion of the Award the receipt or enjoyment of which the Participant shall have waived at such time and in such manner as not to constitute a “payment” within the meaning of section 280G(b) of the Code will be taken into account; and (ii) no portion of the Award will be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company’s independent auditor, does not constitute a “parachute payment” within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Award will be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in section 280G(b)(3) of the Code) allocable to such reasonable compensation.

- (4) The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Article 5 will not of itself limit or otherwise affect any other rights of the Participant under the Plan. The Participant and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Award.

Article 6. Termination of Employment; Forfeitures

(a) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, participation in the Plan shall cease immediately upon a Participant's retirement, resignation or termination of employment as an Eligible Employee for any reason (with or without Cause), or if determined by the Award Committee, upon the Participant's death or disability. Disability will be determined under the Company's long term disability plan, if any, or upon receipt of a letter of determination or similar of the Participant's complete disability by the applicable governmental authority under local applicable law, which complete disability entitles the Participant to disability payments under local law.

(b) In the event that:

- (1) while the Participant is employed by the Company, he or she engages in, directly or indirectly, any other business or activity that could materially or adversely affect the Company's business or his or her ability to perform his or her duties for the Company, including, but not limited to, any activities adversely affecting the MercadoLibre Business anywhere in the Territory;
- (2) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she directly or indirectly, on his or her own behalf or on behalf of another Person or entity, hires or solicits for hire any employees of the Company or its Affiliates or in any manner attempts to influence or induce any employee of the Company or its Affiliates to leave their employment; or
- (3) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she alone (or in association with any other Person) directly or indirectly, in any capacity, owns, operates, manages, controls, engages in, invests in, becomes employed by, acts as a consultant or advisor to, or provides services for, or otherwise assists any other Person in activities that are competitive with the MercadoLibre Business anywhere in the Territory,

he or she will automatically forfeit any and all benefits received under the Plan and any and all benefits which the Participant may otherwise be entitled to receive under the Plan. If the Participant terminates employment with the Company for any reason (with or without Cause) and he or she alone (or in association with any other Person) takes any of the action set forth in subparagraph (1), (2) or (3) above, the Participant will be required to immediately, and in no event more than five (5) days following the termination of the Participant's employment, return all amounts which the Participant has received under the terms of the Plan (the "Recovery Amount"), and the Participant and the Company hereby agree to the following, notwithstanding any Plan provision to the contrary:

- (i) that the Company may withhold all or a portion of the Recovery Amount from any salary, wages or other amounts due to the Participant from the Company; and
- (ii) in addition to the Recovery Amount, the Company may also recover any fees incurred by the Company in seeking to collect the Recovery Amount, including, but not limited to, the Company's reasonable attorneys' fees.

Notwithstanding the foregoing, ownership of less than five percent (5%) of the outstanding capital stock of any Person whose securities are registered under the Securities Exchange Act of 1934, as amended, in and of itself shall not be cause for automatic forfeiture under Article 6(b)(3), whether or not the subject Person is competitive with the Company.

(c) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, the portion of any Award under this Plan that has not been actually paid to the Participant prior to the date of such resignation or other termination of employment shall be forfeited, except that the Award Committee, in its discretion, may pay all or part of the amount that remains payable under an Award upon the disability or death of the Participant in accordance with such rules or procedures established by the Award Committee provided, however, that any amount of the Award payment that the Award Committee determines to pay shall be paid no later than March 15 of the year following the year that the Participant's employment ends on account of disability or death. Notwithstanding any provision of the Plan to the contrary, any Award paid to the Participant shall be subject to recovery by the Company in the event that the Participant is terminated for Cause and shall, to the extent permitted by law, be subject to recovery from any amounts owed by the Company to the Participant, including, but not limited to, offsetting any amounts owed under the Plan to the Company against any amounts otherwise owed to the Participant by the Company.

(d) If the Award Committee decides to pay all or part of an Award after the death of a Participant in accordance with this Article 6, the Participant may designate in writing one or more persons ("beneficiary") to receive any unpaid portion of the Participant's Award upon the death of the Participant. By similar action, the Participant may designate a change of beneficiary at any time, which change shall be effective only upon receipt by the Award Committee of said notice. The last such designation form filed with the Award Committee prior to the Participant's

death shall control. The Award Committee may establish a form or other requirements for such designation. If the Participant designates his spouse as a beneficiary, the divorce of Participant shall automatically revoke that designation of his spouse as beneficiary except to the extent otherwise provided in a subsequent beneficiary designation filed by the Participant with the Award Committee. In the absence of a written designation, or in the event the Participant dies without a beneficiary surviving him, any amount which would otherwise be payable on account of his death shall be paid to the surviving spouse of the Participant or if none, to the Participant's estate. A beneficiary of a Participant shall have no interest or rights hereunder during the lifetime of the Participant.

Article 7. Administrative Provisions

(a) The Plan was approved by the Board on August 2nd, 2016 to be effective as of January 1, 2016 for all services provided by Participants in 2016 and is further amended and restated as set forth herein effective as of January 1, 2021.

(b) Unless the Board provides otherwise, the Plan shall be administered and interpreted by the Award Committee, which has been provided absolute authority hereunder to administer the Plan. The Board and its members, the members of the Award Committee and any other individual who may, from time to time, have been delegated responsibility with respect to the administration of this Plan (collectively, "Authorized Persons"), shall have the full authority, discretion and power necessary or desirable to administer and interpret this Plan, in accordance with the Plan terms. Benefits under the Plan shall be payable only if the Authorized Persons in their respective sole and absolute discretion determine that any such benefits are properly payable under the Plan. Without in any way limiting the foregoing, all Authorized Persons shall have complete authority, sole discretion and power to: (i) determine the Participants; (ii) determine the Performance Goals applicable to each Participant, as well as the relative weighting of each such Performance Goals to determine eligibility for payment of an Award hereunder; (iii) evaluate and determine the performance of Participants; (iv) determine the amount of the Award for each Participant; (v) interpret the provisions of this Plan and any other documentation used in connection with this Plan, including documentation specifying individual Participant Performance Goals, Award opportunities and the like; (vi) establish and interpret rules, regulations and procedures (written or by practice) for the administration of the Plan; and (vii) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. The express grant in the Plan of any specific power to Authorized Persons shall not be construed as limiting any power or authority of such Authorized Person. All actions, decisions and interpretations of the Authorized Persons shall be final, conclusive and binding on all parties. All expenses of administering the Plan shall be borne by the Company.

(c) Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment or otherwise to impose any limitation on any right of the Company to terminate a Participant's employment at any time for any or no reason.

(d) A Participant shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any Award made under the Plan, nor will any Participant have any lien on any assets of the Company by reason of any Award made under the Plan.

(e) The Company shall have the right to deduct or withhold, or require a Participant to remit to the Company, any taxes required by law to be withheld from Awards made under this Plan.

(f) The Plan may be amended, suspended or terminated at any time and from time to time, by action of the Board or the Award Committee, including, without limitation, by way of an amendment to eliminate Award payments during any calendar year, as determined by any of the Authorized Persons in its sole discretion, but in any event, the Plan will be terminated no later than upon the last date the Company pays all Participants any and all amounts that may due under the Plan and no amounts remain due and payable under the Plan to any person as determined by Award Committee. The preceding sentence notwithstanding, on and after a Change in Control, no amendment, suspension or termination of the Plan that adversely affects the rights of a Participant (or the beneficiary of a deceased Participant who has not received payment of an amount approved by the Award Committee under Article 6), shall be effective without the written consent of that Participant or beneficiary.

(g) The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for such Participant for any period of time. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or in any way affect any right and power of the Company to terminate the employment of any employee at any time without assigning a reason therefor.

(h) This Plan, insofar as it provides for Awards, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under this Plan shall be based solely upon any contractual obligations which may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

(i) In order to be effective, any amendment of this Plan or any Award must be in writing and made by the Award Committee. No oral statement, representation, written presentation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the Board, the Chief Executive, the Award Committee or any individual who has been delegated authority to administer this Plan.

(j) The Plan shall be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to principles of conflicts of law.

(k) In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

(l) Except for their own gross negligence or gross misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms

of this Plan, the Company (and its affiliates), Board and its members, the Award Committee and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

(m) Should the Company effect one or more stock dividends, stock splits, subdivisions or consolidations of Shares or other similar changes in capitalization, then the terms of outstanding Awards shall be adjusted as the Award Committee shall determine to be equitably required. Any determination made under this Article 7(m) by the Award Committee shall be final and conclusive. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, Awards.

Executed on the [•] day of [•], 2021 to be effective as of the 1st day of January, 2021.

MercadoLibre, Inc.

By:

MERCADOLIBRE, INC. 2017 LONG TERM RETENTION PROGRAM

Effective as of January 1, 2017

As Amended and Restated

Effective January 1, 2021

Contents

MercadoLibre, Inc. 2017 Long Term Retention Program

Article 1.	Purpose	1
Article 2.	Definitions	1
Article 3.	Participation; Performance Goals and Award Opportunities	6
Article 4.	Review of Participant's Performance	6
Article 5.	Payment of Awards	6
Article 6.	Termination of Employment; Forfeitures	9
Article 7.	Administrative Provisions	11

Article 1. Purpose

The MercadoLibre, Inc. 2017 Long Term Retention Program (the “Plan”) was effective as of January 1, 2017 and is further amended and restated as set forth herein effective as of January 1, 2021. The principal purpose of the Plan is to assist the Company in the retention of key employees that have valuable industry experience and developed competencies by rewarding Participants in relation to their individual results and their contributions to the organization, as well as overall Company goals and performance.

Article 2. Definitions

When used in the Plan, the following terms shall have the meanings set forth below:

“**Affiliate**” means with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood, that a Person shall be deemed to “control” another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding ownership interests in such other Person, through agreements or otherwise, and that direct or indirect ownership of ten percent (10%) or more of the voting interests of another Person shall always be deemed to constitute “control”).

“**Award**” means any Fixed Award or any Variable Award.

“**Award Committee**” means the Compensation Committee of the Board, or such other committee that the Board appoints to administer this Plan, which shall have general administrative authority concerning the Plan, and shall, subject to Article 7, have the sole and absolute authority and discretion to resolve any and all terms and conditions of any Awards and disputes concerning the Plan and any Awards hereunder.

“**Board**” means the board of directors of the Company.

“**Cause**” means “cause” or a similar term set forth in the Participant’s employment agreement with the Company or, if no such agreement is then in effect, shall mean (A) the Participant’s material disregard of his responsibilities, authorities, powers, functions or duties or failure to act, (B) repeated or material negligence or misconduct by the Participant in the performance of his duties, (C) appropriation (or attempted appropriation) of a business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company, (D) the commission by the Participant of any act of fraud, theft or financial dishonesty with respect to the Company, or any felony or criminal act involving moral turpitude or dishonesty on the part of the Participant, (E) the Participant’s habitual drunkenness or excessive absenteeism not related to sickness, and/or (F) the material breach by the Participant of any provision of his employment agreement that is not cured by the Participant within thirty (30) days after written notice of breach has been delivered to the Participant by the Company, unless such breach is incapable of cure (in which case the

Participant shall not be entitled to an opportunity to cure), in each case of clauses (A) through (F) above, as determined by the Board in good faith.

“**Change in Control**” shall mean a change in control of the Company which will be deemed to have occurred after the date hereof if:

- (a) any “person” as such term is used in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, is or becomes the beneficial owner, as such term is defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the combined voting power or Shares of the Company; provided, however, that such term shall not include (A) the Company or any of its subsidiaries, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Company’s Shares, or (E) any person or group as used in Rule 13d-1(b) under the Exchange Act;
- (b) there is consummated a merger or consolidation of the Company or any of its direct or indirect subsidiaries with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than fifty percent (50%) of the combined voting power and Shares of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- (c) there is completed a sale or disposition by the Company of all or substantially all of the Company’s assets (or any transaction having a similar effect, including a liquidation) other than a sale or disposition by the Company of all or substantially all of the Company’s assets to an entity, more than fifty percent (50%) of the combined voting power and Shares of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Shares of the Company immediately prior to such sale.

“**Company**” means MercadoLibre, Inc. and its consolidated subsidiaries, and MercadoLibre, Inc.’s successors or assigns.

“**Covered Termination**” means (i) a termination of a Participant’s employment by the Company without Cause and for a reason other than the Participant’s death or disability (as determined under Article 6(a)) or (ii) a Participant’s resignation from the Company with Good Reason).

“**Eligible Employee**” means an individual who is designated by the Award Committee as eligible for this Plan and who is employed by the Company as determined by the Award Committee.

“Fixed Award” means a specified cash award, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2017, as determined by the Award Committee from time to time in its sole discretion. Fixed Award payments shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of the Fixed Award are subject to the terms and conditions of the Plan and, subject to Article 7 of the Plan, any other terms and conditions determined by the Award Committee to be appropriate. The Fixed Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

“Good Reason” means (i) a material diminution in the Participant’s duties, functions and responsibilities to the Company without the Participant’s consent or the Company preventing the Participant from fulfilling or exercising the Participant’s materials duties, functions and responsibilities to the Company without the Participant’s consent; (ii) a material reduction in the Participant’s base salary or bonus opportunity or (iii) a requirement that the Participant relocate the Participant’s employment more than fifty (50) miles from the location of the Participant’s principal office without the consent of the Participant. A Participant’s resignation shall not be a resignation with Good Reason unless the Participant gives the Company written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

“Market Value” of a Share, as of any date, means (i) the average closing sale price of one Share as reported on a national stock exchange, including, but not limited to, the NASDAQ Global Market (a “National Stock Exchange”) during the sixty (60) trading day period (or such shorter period as the Shares are so listed) ending on the last trading day immediately preceding such date; (ii) if the Shares are not listed for trading on a National Stock Exchange during any day in that sixty (60) trading day period but are quoted on the Over-the-Counter-Bulletin Board (the “OTCBB”), the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the sixty (60) trading day period (or such shorter period as the Shares are so quoted) ending on the last trading day immediately preceding such date, (iii) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on a National Stock Exchange, the average closing sale price of one Share as reported on the National Stock Exchange during the ninety (90) trading day period ending on the last day the Shares were listed for trading on such Exchange or (iv) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on the OTCBB, the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the ninety (90) trading day period ending on the last day the Shares were quoted on the OTCBB. For purposes of calculating the benefits and valuing Shares for the single cash payment payable within fifteen (15) days after a Change in Control, the term “Market Value” means the amount determined under the preceding sentence determined as of the date on which the Change in Control occurs. For purposes of calculating benefits and valuing Shares for other payments payable after a

Change of Control, the term “Market Value” means, (x) in the event the Company is not the surviving entity in the Change in Control, the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs, or, (y) in the event the Company is the surviving entity in the Change in Control, the greater of (A) the amount determined under the first sentence of this paragraph and determined as of the date the benefit is payable (*e.g.*, as of the Payment Date of the appropriate year or the date of a Participant’s Covered Termination, as applicable) or (B) the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs.

“**MercadoLibre Business**” means any activities directly or indirectly related to Online Transactional Platforms, Online Classified Advertisements and/or Payment Platforms.

“**Minimum Eligibility Conditions**” means the minimum conditions established by the Award Committee and approved by the Board that a Participant must meet in order to be eligible to receive payments under any Award hereunder.

“**Online Classified Advertisements**” means listings of goods, products or services on Internet sites, which listings (1) serve the same purpose as the listings appearing in the classifieds section of printed newspapers, (2) include direct contact information of the seller via telephone, e-mail or any offline method, which contact information is readily and continuously available to any visitor without restriction or special action required from the visitor, or provide for a method to contact the seller so that the seller may then respond providing direct contact information, and (3) are on Internet sites the operator or administrator of which does not (x) play any role in consummating the transaction to which the listing relates, or (y) provide any information (other than contact information) to the seller regarding the potential buyer or interested party, or otherwise serve as middle-man between a potential buyer and seller (other than for the limited purposes expressly set forth in this paragraph), or (z) charge any fee or commission for such transaction (including, without limitation, any fees for completion of transactions and/or fees based on number of users contacting another user) other than a listing fee, which is a fee for placing the listing on the website and is chargeable before or at the time such listing appears. Examples of Online Classifieds Advertisements include Craigslist.com, Kijiji.com, and olx.com.

“**Online Transactional Platforms**” means online transactional platforms or similar as determined by the Award Committee including, but not limited to, (a) any online platform offering a wide variety of product lines and/or services, operating in a manner similar to Amazon.com or Submarino.com as of the date hereof and/or (b) online transactional marketplaces located on websites in which sellers and potential buyers transact for any kinds of goods and/or services, which goods and/or services are displayed on such website, and in which the sellers’ and potential buyers’ initial contact can only be made through such website (for purposes of initial contact, direct contact information of another user is not made available to users, in accordance with the terms of use of such website), such as eBay.com, MercadoLibre.com, DeRemate.com, etc. (and any such domain name with country suffixes).

“Participant” means an Eligible Employee who is designated as eligible to receive an Award for services provided in 2017. The designation of an individual as a Participant under this Plan shall not provide the individual with any rights to any future participation for any subsequent long term retention plans that may be adopted by the Company in future years but, subject to the terms of the Plan, an individual shall remain a Participant for purposes of receiving a payment of an Award until such individual ceases to be an Eligible Employee.

“Payment Date” means a date prior to April 30, to be selected by the Company in its sole discretion.

“Payments Platforms” means websites or platforms enabling the sending, receipt, holding and/or transfer of money from one user to another user through an account that is funded by, among other things, traditional payment methods and then used to transact with another user electronically, such as PayPal.com, MercadoPago.com, or Dineromail.com (and any such domain name with country suffixes).

“Performance Goals” means any goals, metrics or other performance measures of the Company in 2017 that is established for a Participant, the attainment of which will result in an Award becoming payable to the Participant, subject to the terms of the Plan. It is currently anticipated that Performance Goals generally will be based on pre-set goals for financial and operational performance of the Company.

“Person” means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or any other similar entity or a governmental or quasi-governmental body.

“Shares” means shares of common stock of the Company, \$0.001 par value per share.

“Territory” means the United States of America and each country and territory in Latin America and the Caribbean, including, without limitation, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

“Variable Award” means a specified cash award, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2017, as determined by the Award Committee from time to time in its sole discretion. Variable award payments hereunder shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of the Variable Award are subject to the terms and conditions of the Plan and any other terms and conditions determined by the Award Committee to be appropriate in accordance with Article 7 of the Plan. The Variable Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

Article 3. Participation; Performance Goals and Award Opportunities

The amount of the Awards for each Plan Participant and the Performance Goals applicable to such Awards will be established by the Award Committee and communicated to each Plan Participant. The amount of each Award may be different for each Participant or levels of Participants as determined by the Award Committee.

The amount of each Award shall be enumerated as a specified amount, calculated in accordance with Article 5 hereof, of United States dollars, unless the Award Committee determines the amount of any such Award in a local currency. The amount of each Award, to the extent it becomes payable, shall be paid in the form of cash only.

Article 4. Review of Participant's Performance

Performance Goals will generally be set and determined for the 2017 calendar year by the Award Committee. The Award Committee, with input from the Company officer responsible for each Participant, will evaluate such Participant's performance relative to the Performance Goals.

Article 5. Payment of Awards

- (a) If a Participant does not satisfy the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall be forfeited, and shall not become payable to such Participant under this Plan. If the Participant meets the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall become payable to the Participant in accordance with and subject to the terms of this Article 5 and Article 6.

Subject to the following paragraphs and Article 6, only if the Participant is employed as an Eligible Employee on the date each portion of the Fixed and the Variable Awards, as applicable, are to be paid to such Participant, any such Awards shall be payable as follows:

If a Participant has been granted a Fixed Award:

- (1) Sixteen and two-thirds percent (16.66%) of such Fixed Award shall be payable to the Participant on the Payment Date of each calendar year for a period of six (6) years starting in 2017; and

If a Participant has been granted a Variable Award:

- (2) the Participant shall receive on the Payment Date of each calendar year for a period of six (6) years starting in 2017, a Variable Award payment equal in value to the product of (i) multiplied by (ii), where (i) equals sixteen and two-thirds percent (16.66%) of the Variable Award and (ii) equals the quotient of (a) divided by (b), where (a), the numerator, equals the Market Value as of the first day of the fiscal year in which the applicable Payment Date occurs and (b), the denominator, equals \$164.17 (the average closing price of the Company's common stock on the NASDAQ Global Market during the final sixty (60) trading days of 2016).

- (b) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:
- (1) Each Participant who is employed by the Company on the date a Change in Control occurs shall be vested in the right to receive fifty percent (50%) of the Award payments scheduled to be paid thereafter.
 - (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to fifty percent (50%) of the Award payments scheduled to be paid after the Change in Control (based on the Market Value on the date the Change in Control occurs).
 - (3) Each Award payment scheduled to be paid after the Change in Control shall be reduced by fifty percent (50%), *i.e.*, to reflect the single cash payment under clause (2) of this paragraph, and shall continue to be paid on each Payment Date in accordance with the preceding paragraph, subject to the Participant's continued employment; provided, however, that if a Participant described in clause (1) of this paragraph experiences a Covered Termination on or after Change in Control, then any Award payments scheduled to be paid after the Covered Termination shall be paid in a single cash payment (based on the Market Value on the date of the Covered Termination) within fifteen (15) days after the Covered Termination.
- (c) Notwithstanding anything in the Plan or any agreement entered into in connection with or pursuant to the Plan:
- (1) The portion of any Award under this Plan that was forfeited or forfeitable upon the Participant's Covered Termination before a Change in Control shall be reinstated (or if not yet forfeited, retained) as of the date of the Change in Control if such date is not more than one hundred and twenty (120) days after the date of the Covered Termination.
 - (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to one hundred percent (100%) of the Award payments scheduled to be paid after the date of the Participant's Covered Termination. With respect to any Award payment originally scheduled to have been paid before the date of the Change in Control, the amount of such payment will be based on the Market Value on the date of the Covered Termination. With respect to any Award payments scheduled to be paid on or after the Change in Control, the amount of such payment will be based on the Market Value on the date the Change in Control occurs.
 - (3) If a Participant holding an Award that constitutes "deferred compensation" under Section 409A of the Internal Revenue Code of 1986 (the "Code") is a "specified employee" for purposes of Section 409A of the Code, no distribution or payment

of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule. Each payment provided any Participant in connection with an Award granted hereunder shall be considered a separate payment for purposes of Section 409A of the Code.

- (d) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:
- (1) If any portion of an Award received or to be received by a Participant (either alone or together with other payments or benefits which such Participant received or realized or is then entitled to receive or realize from the Company under any other plan, program, arrangement or agreement in connection with a Change in Control or a Participant’s termination of employment) (all such payments and benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to any excise tax imposed under section 4999 of the Code (the “Excise Tax”), then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in any other plan, program, arrangement or agreement, the Company will reduce the payment of the Award to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Award will only be reduced if (i) the net amount of any Total Payments, as so reduced (and after subtracting the net amount of United States federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such unreduced Total Payments).
 - (2) If (A) any portion of the Total Payments other than an Award (the “Other Payments”) is required to be reduced pursuant to a provision substantially similar to this Article 5.5(d), (B) any portion of an Award is required to be reduced pursuant to this Article 5.5(d); and (C) there is no other provision in any other plan, program, arrangement or agreement governing the payment of the Other Payments which dictates the order of the reduction in the Other Payments, then the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a)

will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to section 409A of the Code as deferred compensation.

- (3) For purposes of determining whether and the extent to which the Award will be subject to the Excise Tax and the amount of such Excise Tax: (i) no portion of the Award the receipt or enjoyment of which the Participant shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code will be taken into account; and (ii) no portion of the Award will be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Award will be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in section 280G(b)(3) of the Code) allocable to such reasonable compensation.
- (4) The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Article 5.5 will not of itself limit or otherwise affect any other rights of the Participant under the Plan. The Participant and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Award.

Article 6. Termination of Employment; Forfeitures

- (a) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, participation in the Plan shall cease immediately upon a Participant's retirement, resignation or termination of employment as an Eligible Employee for any reason (with or without Cause), or if determined by the Award Committee, upon the

Participant's death or disability. Disability will be determined under the Company's long term disability plan, if any, or upon receipt of a letter of determination or similar of the Participant's complete disability by the applicable governmental authority under local applicable law, which complete disability entitles the Participant to disability payments under local law.

(b) In the event that:

- (1) while the Participant is employed by the Company, he or she engages in, directly or indirectly, any other business or activity that could materially or adversely affect the Company's business or his or her ability to perform his or her duties for the Company, including, but not limited to, any activities adversely affecting the MercadoLibre Business anywhere in the Territory;
- (2) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she directly or indirectly, on his or her own behalf or on behalf of another Person or entity, hires or solicits for hire any employees of the Company or its Affiliates or in any manner attempts to influence or induce any employee of the Company or its Affiliates to leave their employment; or
- (3) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she alone (or in association with any other Person) directly or indirectly, in any capacity, owns, operates, manages, controls, engages in, invests in, becomes employed by, acts as a consultant or advisor to, or provides services for, or otherwise assists any other Person in activities that are competitive with the MercadoLibre Business anywhere in the Territory,

he or she will automatically forfeit any and all benefits received under the Plan and any and all benefits which the Participant may otherwise be entitled to receive under the Plan. If the Participant terminates employment with the Company for any reason (with or without Cause) and he or she alone (or in association with any other Person) takes any of the action set forth in subparagraph (1), (2) or (3) above, the Participant will be required to immediately, and in no event more than five (5) days following the termination of the Participant's employment, return all amounts which the Participant has received under the terms of the Plan (the "Recovery Amount"), and the Participant and the Company hereby agree to the following, notwithstanding any Plan provision to the contrary:

- (i) that the Company may withhold all or a portion of the Recovery Amount from any salary, wages or other amounts due to the Participant from the Company; and
- (ii) in addition to the Recovery Amount, the Company may also recover any fees incurred by the Company in seeking to collect the Recovery Amount, including, but not limited to, the Company's reasonable attorneys' fees.

Notwithstanding the foregoing, ownership of less than five percent (5%) of the outstanding capital stock of any Person whose securities are registered under the Securities Exchange Act of 1934, as amended, in and of itself shall not be cause for automatic forfeiture under Article 6(b)(3), whether or not the subject Person is competitive with the Company.

- (c) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, the portion of any Award under this Plan that has not been actually paid to the Participant prior to the date of such resignation or other termination of employment shall be forfeited, except that the Award Committee, in its discretion, may pay all or part of the amount that remains payable under an Award upon the disability or death of the Participant in accordance with such rules or procedures established by the Award Committee provided, however, that any amount of the Award payment that the Award Committee determines to pay shall be paid no later than March 15 of the year following the year that the Participant's employment ends on account of disability or death. Notwithstanding any provision of the Plan to the contrary, any Award paid to the Participant shall be subject to recovery by the Company in the event that the Participant is terminated for Cause and shall, to the extent permitted by law, be subject to recovery from any amounts owed by the Company to the Participant, including, but not limited to, offsetting any amounts owed under the Plan to the Company against any amounts otherwise owed to the Participant by the Company.
- (d) If the Award Committee decides to pay all or part of an Award after the death of a Participant in accordance with this Article 6, the Participant may designate in writing one or more persons ("beneficiary") to receive any unpaid portion of the Participant's Award upon the death of the Participant. By similar action, the Participant may designate a change of beneficiary at any time, which change shall be effective only upon receipt by the Award Committee of said notice. The last such designation form filed with the Award Committee prior to the Participant's death shall control. The Award Committee may establish a form or other requirements for such designation. If the Participant designates his spouse as a beneficiary, the divorce of Participant shall automatically revoke that designation of his spouse as beneficiary except to the extent otherwise provided in a subsequent beneficiary designation filed by the Participant with the Award Committee. In the absence of a written designation, or in the event the Participant dies without a beneficiary surviving him, any amount which would otherwise be payable on account of his death shall be paid to the surviving spouse of the Participant or if none, to the Participant's estate. A beneficiary of a Participant shall have no interest or rights hereunder during the lifetime of the Participant.

Article 7. Administrative Provisions

- (a) The Plan was approved by the Board on April 3, 2017 to be effective as of January 1, 2017 for all services provided by Participants in 2017 and is further amended and restated as set forth herein effective as of January 1, 2021.
- (b) Unless the Board provides otherwise, the Plan shall be administered and interpreted by the Award Committee, which has been provided absolute authority hereunder to administer the Plan. The Board and its members, the members of the Award Committee and any other

individual who may, from time to time, have been delegated responsibility with respect to the administration of this Plan (collectively, "Authorized Persons"), shall have the full authority, discretion and power necessary or desirable to administer and interpret this Plan, in accordance with the Plan terms. Benefits under the Plan shall be payable only if the Authorized Persons in their respective sole and absolute discretion determine that any such benefits are properly payable under the Plan. Without in any way limiting the foregoing, all Authorized Persons shall have complete authority, sole discretion and power to: (i) determine the Participants; (ii) determine the Performance Goals applicable to each Participant, as well as the relative weighting of each such Performance Goals to determine eligibility for payment of an Award hereunder; (iii) evaluate and determine the performance of Participants; (iv) determine the amount of the Award for each Participant; (v) interpret the provisions of this Plan and any other documentation used in connection with this Plan, including documentation specifying individual Participant Performance Goals, Award opportunities and the like; (vi) establish and interpret rules, regulations and procedures (written or by practice) for the administration of the Plan; and (vii) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. The express grant in the Plan of any specific power to Authorized Persons shall not be construed as limiting any power or authority of such Authorized Person. All actions, decisions and interpretations of the Authorized Persons shall be final, conclusive and binding on all parties. All expenses of administering the Plan shall be borne by the Company.

- (c) Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment or otherwise to impose any limitation on any right of the Company to terminate a Participant's employment at any time for any or no reason.
- (d) A Participant shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any Award made under the Plan, nor will any Participant have any lien on any assets of the Company by reason of any Award made under the Plan.
- (e) The Company shall have the right to deduct or withhold, or require a Participant to remit to the Company, any taxes required by law to be withheld from Awards made under this Plan.
- (f) The Plan may be amended, suspended or terminated at any time and from time to time, by action of the Board or the Award Committee, including, without limitation, by way of an amendment to eliminate Award payments during any calendar year, as determined by any of the Authorized Persons in its sole discretion, but in any event, the Plan will be terminated no later than upon the last date the Company pays all Participants any and all amounts that may be due under the Plan and no amounts remain due and payable under the Plan to any person as determined by Award Committee. The preceding sentence notwithstanding, on and after a Change in Control, no amendment, suspension or termination of the Plan that adversely affects the rights of a Participant (or the beneficiary of a deceased Participant who has not received payment of an amount approved by the Award Committee under Article 6), shall be effective without the written consent of that Participant or beneficiary.

- (g) The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for such Participant for any period of time. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or in any way affect any right and power of the Company to terminate the employment of any employee at any time without assigning a reason therefor.
- (h) This Plan, insofar as it provides for Awards, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under this Plan shall be based solely upon any contractual obligations which may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.
- (i) In order to be effective, any amendment of this Plan or any Award must be in writing and made by the Award Committee. No oral statement, representation, written presentation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the Board, the Chief Executive, the Award Committee or any individual who has been delegated authority to administer this Plan.
- (j) The Plan shall be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to principles of conflicts of law.
- (k) In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.
- (l) Except for their own gross negligence or gross misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms of this Plan, the Company (and its affiliates), Board and its members, the Award Committee and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

- (m) Should the Company effect one or more stock dividends, stock splits, subdivisions or consolidations of Shares or other similar changes in capitalization, then the terms of outstanding Awards shall be adjusted as the Award Committee shall determine to be equitably required. Any determination made under this Article 7(m) by the Award Committee shall be final and conclusive. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, Awards.

Executed on the [•] day of [•], 2021 to be effective as of the 1st day of January, 2021.

MercadoLibre, Inc.

By:

MERCADOLIBRE, INC. 2018 LONG TERM RETENTION PROGRAM

**Effective as of January 1, 2018
As Amended and Restated
Effective January 1, 2021**

Contents

MercadoLibre, Inc. 2018 Long Term Retention Program

Article 1	Purpose	1
Article 2	Definitions	1
Article 3	Participation; Performance Goals and Award Opportunities	6
Article 4	Review of Participant’s Performance	6
Article 5	Payment of Awards	6
Article 6	Termination of Employment; Forfeitures	10
Article 7	Administrative Provisions	12

Article 1. Purpose

The MercadoLibre, Inc. 2018 Long Term Retention Program (the “Plan”) was effective as of January 1, 2018, was amended and restated effective as of January 1, 2019 and is further amended and restated as set forth herein effective as of January 1, 2021. The principal purpose of the Plan is to assist the Company in the retention of key employees that have valuable industry experience and developed competencies by rewarding Participants in relation to their individual results and their contributions to the organization, as well as overall Company goals and performance.

Article 2. Definitions

When used in the Plan, the following terms shall have the meanings set forth below:

“**Affiliate**” means with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood, that a Person shall be deemed to “control” another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding ownership interests in such other Person, through agreements or otherwise, and that direct or indirect ownership of ten percent (10%) or more of the voting interests of another Person shall always be deemed to constitute “control”).

“**Award**” means any Fixed Award or any Variable Award.

“**Award Committee**” means (i) with respect to all Eligible Employees, the Compensation Committee of the Board, or such other committee that the Board appoints to administer this Plan, which shall have general administrative authority concerning the Plan, and (ii) with respect to Eligible Employees who are not executive officers of the Company, the Company’s Chief Executive Officer, each of which shall, subject to Article 7, have the authority and discretion to resolve any and all terms and conditions of any Awards and disputes concerning the Plan and any Awards hereunder.

“**Board**” means the board of directors of the Company.

“**Cause**” means “cause” or a similar term set forth in the Participant’s employment agreement with the Company or, if no such agreement is then in effect, shall mean (A) the Participant’s material disregard of his responsibilities, authorities, powers, functions or duties or failure to act, (B) repeated or material negligence or misconduct by the Participant in the performance of his duties, (C) appropriation (or attempted appropriation) of a business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company, (D) the commission by the Participant of any act of fraud, theft or financial dishonesty with respect to the Company, or any felony or criminal act involving moral turpitude or dishonesty on the part of the Participant, (E) the Participant’s habitual drunkenness or excessive absenteeism not related to sickness, and/or (F) the material breach by the Participant of any provision of his employment agreement that is not cured by the

Participant within thirty (30) days after written notice of breach has been delivered to the Participant by the Company, unless such breach is incapable of cure (in which case the Participant shall not be entitled to an opportunity to cure), in each case of clauses (A) through (F) above, as determined by the Board in good faith.

“Change in Control” shall mean a change in control of the Company which will be deemed to have occurred after the date hereof if:

- (a) any “person” as such term is used in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, is or becomes the beneficial owner, as such term is defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the combined voting power or Shares of the Company; provided, however, that such term shall not include (A) the Company or any of its subsidiaries, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Company’s Shares, or (E) any person or group as used in Rule 13d-1(b) under the Exchange Act;
- (b) there is consummated a merger or consolidation of the Company or any of its direct or indirect subsidiaries with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than fifty percent (50%) of the combined voting power and Shares of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- (c) there is completed a sale or disposition by the Company of all or substantially all of the Company’s assets (or any transaction having a similar effect, including a liquidation) other than a sale or disposition by the Company of all or substantially all of the Company’s assets to an entity, more than fifty percent (50%) of the combined voting power and Shares of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Shares of the Company immediately prior to such sale.

“Company” means MercadoLibre, Inc. and its consolidated subsidiaries, and MercadoLibre, Inc.’s successors or assigns.

“Covered Termination” means (i) a termination of a Participant’s employment by the Company without Cause and for a reason other than the Participant’s death or disability (as determined under Article 6(a)) or (ii) a Participant’s resignation from the Company with Good Reason).

“Eligible Employee” means an individual who is designated by the Award Committee as eligible for this Plan and who is employed by the Company as determined by the Award Committee.

“Fixed Award” means a specified cash award, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2018, as determined by the Award Committee from time to time in its sole discretion. Fixed Award payments shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of the Fixed Award are subject to the terms and conditions of the Plan and, subject to Article 7 of the Plan, any other terms and conditions determined by the Award Committee to be appropriate. The Fixed Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

“Good Reason” means (i) a material diminution in the Participant’s duties, functions and responsibilities to the Company without the Participant’s consent or the Company preventing the Participant from fulfilling or exercising the Participant’s materials duties, functions and responsibilities to the Company without the Participant’s consent; (ii) a material reduction in the Participant’s base salary or bonus opportunity or (iii) a requirement that the Participant relocate the Participant’s employment more than fifty (50) miles from the location of the Participant’s principal office without the consent of the Participant. A Participant’s resignation shall not be a resignation with Good Reason unless the Participant gives the Company written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

“Market Value” of a Share, as of any date, means (i) the average closing sale price of one Share as reported on a national stock exchange, including, but not limited to, the NASDAQ Global Market (a “National Stock Exchange”) during the sixty (60) trading day period (or such shorter period as the Shares are so listed) ending on the last trading day immediately preceding such date; (ii) if the Shares are not listed for trading on a National Stock Exchange during any day in that sixty (60) trading day period but are quoted on the Over-the-Counter-Bulletin Board (the “OTCBB”), the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the sixty (60) trading day period (or such shorter period as the Shares are so quoted) ending on the last trading day immediately preceding such date, (iii) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on a National Stock Exchange, the average closing sale price of one Share as reported on the National Stock Exchange during the ninety (90) trading day period ending on the last day the Shares were listed for trading on such Exchange or (iv) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on the OTCBB, the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the ninety (90) trading day period ending on the last day the Shares were quoted on the OTCBB. For purposes of calculating the

benefits and valuing Shares for the single cash payment payable within fifteen (15) days after a Change in Control, the term “Market Value” means the amount determined under the preceding sentence determined as of the date on which the Change in Control occurs. For purposes of calculating benefits and valuing Shares for other payments payable after a Change of Control, the term “Market Value” means, (x) in the event the Company is not the surviving entity in the Change in Control, the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs, or, (y) in the event the Company is the surviving entity in the Change in Control, the greater of (A) the amount determined under the first sentence of this paragraph and determined as of the date the benefit is a payable (*e.g.*, as of the Payment Date of the appropriate year or the date of a Participant’s Covered Termination, as applicable) or (B) the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs.

“**MercadoLibre Business**” means any activities directly or indirectly related to Online Transactional Platforms, Online Classified Advertisements and/or Payment Platforms.

“**Minimum Eligibility Conditions**” means the minimum conditions established by the Award Committee and approved by the Board that a Participant must meet in order to be eligible to receive payments under any Award hereunder.

“**Online Classified Advertisements**” means listings of goods, products or services on Internet sites, which listings (1) serve the same purpose as the listings appearing in the classifieds section of printed newspapers, (2) include direct contact information of the seller via telephone, e-mail or any offline method, which contact information is readily and continuously available to any visitor without restriction or special action required from the visitor, or provide for a method to contact the seller so that the seller may then respond providing direct contact information, and (3) are on Internet sites the operator or administrator of which does not (x) play any role in consummating the transaction to which the listing relates, or (y) provide any information (other than contact information) to the seller regarding the potential buyer or interested party, or otherwise serve as middle-man between a potential buyer and seller (other than for the limited purposes expressly set forth in this paragraph), or (z) charge any fee or commission for such transaction (including, without limitation, any fees for completion of transactions and/or fees based on number of users contacting another user) other than a listing fee, which is a fee for placing the listing on the website and is chargeable before or at the time such listing appears. Examples of Online Classifieds Advertisements include Craigslist.com, Kijiji.com, and olx.com.

“**Online Transactional Platforms**” means online transactional platforms or similar as determined by the Award Committee including, but not limited to, (a) any online platform offering a wide variety of product lines and/or services, operating in a manner similar to Amazon.com or Submarino.com as of the date hereof and/or (b) online transactional marketplaces located on websites in which sellers and potential buyers transact for any kinds of goods and/or services, which goods and/or services are displayed on such website, and in which the sellers’ and potential buyers’ initial contact can only be made through such website (for purposes of initial contact, direct contact information of another user is not made available to users, in accordance with the terms of use of such website), such as

eBay.com, MercadoLibre.com, DeRemate.com, etc. (and any such domain name with country suffixes).

“Participant” means an Eligible Employee who is designated as eligible to receive an Award for services provided in 2018. The designation of an individual as a Participant under this Plan shall not provide the individual with any rights to any future participation for any subsequent long term retention plans that may be adopted by the Company in future years but, subject to the terms of the Plan, an individual shall remain a Participant for purposes of receiving a payment of an Award until such individual ceases to be an Eligible Employee.

“Payment Date” means a date prior to April 30, to be selected by the Company in its sole discretion.

“Payments Platforms” means websites or platforms enabling the sending, receipt, holding and/or transfer of money from one user to another user through an account that is funded by, among other things, traditional payment methods and then used to transact with another user electronically, such as PayPal.com, MercadoPago.com, or Dineromail.com (and any such domain name with country suffixes).

“Performance Goals” means any goals, metrics or other performance measures of the Company in 2018 that is established for a Participant, the attainment of which will result in an Award becoming payable to the Participant, subject to the terms of the Plan. It is currently anticipated that Performance Goals generally will be based on pre-set goals for financial and operational performance of the Company.

“Person” means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or any other similar entity or a governmental or quasi-governmental body.

“Shares” means shares of common stock of the Company, \$0.001 par value per share.

“Territory” means the United States of America and each country and territory in Latin America and the Caribbean, including, without limitation, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

“Variable Award” means a specified cash award, calculated in accordance with Article 5, payable to a Participant under this Plan for services provided to the Company in 2018, as determined by the Award Committee from time to time in its sole discretion. Variable award payments hereunder shall be contingent on the attainment of one or more Performance Goals. The timing and conditions of the payment of the Variable Award are subject to the terms and conditions of the Plan and any other terms and conditions determined by the Award Committee to be appropriate in accordance with Article 7 of the Plan. The Variable Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

Article 3. Participation; Performance Goals and Award Opportunities

The amount of the Awards for each Plan Participant and the Performance Goals applicable to such Awards will be established by the Award Committee and communicated to each Plan Participant. The amount of each Award may be different for each Participant or levels of Participants as determined by the Award Committee.

The amount of each Award shall be enumerated as a specified amount, calculated in accordance with Article 5 hereof, of United States dollars, unless the Award Committee determines the amount of any such Award in a local currency. The amount of each Award, to the extent it becomes payable, shall be paid in the form of cash only.

Article 4. Review of Participant's Performance

Performance Goals will generally be set and determined for the 2018 calendar year by the Award Committee. The Award Committee, with input from the Company officer responsible for each Participant, will evaluate such Participant's performance relative to the Performance Goals.

Article 5. Payment of Awards

(a) If a Participant does not satisfy the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall be forfeited, and shall not become payable to such Participant under this Plan. If the Participant meets the Minimum Eligibility Conditions, then any Award granted to such Participant and subject to such Minimum Eligibility Conditions shall become payable to the Participant in accordance with and subject to the terms of this Article 5 and Article 6.

Subject to the following paragraphs and Article 6, only if the Participant is employed as an Eligible Employee on the date each portion of the Fixed and the Variable Awards, as applicable, are to be paid to such Participant, any such Awards shall be payable as follows:

If a Participant has been granted a Fixed Award:

- (1) Sixteen and two-thirds percent (16.66%) of such Fixed Award shall be payable to the Participant on the Payment Date of each calendar year for a period of six (6) years starting in 2018; and

If a Participant has been granted a Variable Award:

- (2) the Participant shall receive on the Payment Date of each calendar year for a period of six (6) years starting in 2018, a Variable Award payment equal in value to the product of (i) multiplied by (ii), where (i) equals sixteen and two-thirds percent (16.66%) of the Variable Award and (ii) equals the quotient of (a) divided by (b), where (a), the numerator, equals the Market Value as of the first day of the fiscal year in which the applicable Payment Date occurs and (b), the denominator, equals \$270.84 (the average closing price of the Company's common stock on the NASDAQ Global Market during the final sixty (60) trading days of 2017).

(b) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) Each Participant who is employed by the Company on the date a Change in Control occurs shall be vested in the right to receive fifty percent (50%) of the Award payments scheduled to be paid thereafter.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to fifty percent (50%) of the Award payments scheduled to be paid after the Change in Control (based on the Market Value on the date the Change in Control occurs).
- (3) Each Award payment scheduled to be paid after the Change in Control shall be reduced by fifty percent (50%), *i.e.*, to reflect the single cash payment under clause (2) of this paragraph, and shall continue to be paid on each Payment Date in accordance with the preceding paragraph, subject to the Participant's continued employment; provided, however, that if a Participant described in clause (1) of this paragraph experiences a Covered Termination on or after Change in Control, then any Award payments scheduled to be paid after the Covered Termination shall be paid in a single cash payment (based on the Market Value on the date of the Covered Termination) within fifteen (15) days after the Covered Termination.

(c) Notwithstanding anything in the Plan or any agreement entered into in connection with or pursuant to the Plan:

- (1) The portion of any Award under this Plan that was forfeited or forfeitable upon the Participant's Covered Termination before a Change in Control shall be reinstated (or if not yet forfeited, retained) as of the date of the Change in Control if such date is not more than one hundred and twenty (120) days after the date of the Covered Termination.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to one hundred percent (100%) of the Award payments scheduled to be paid after the date of the Participant's Covered Termination. With respect to any Award payment originally scheduled to have been paid before the date of the Change in Control, the amount of such payment will be based on the Market Value on the date of the Covered Termination. With respect to any Award payments scheduled to be paid on or after the Change in Control, the amount of such payment will be based on the Market Value on the date the Change in Control occurs.

- (3) If a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Internal Revenue Code of 1986 (the “Code”) is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule. Each payment provided any Participant in connection with an Award granted hereunder shall be considered a separate payment for purposes of Section 409A of the Code.

(d) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) If any portion of an Award received or to be received by a Participant (either alone or together with other payments or benefits which such Participant received or realized or is then entitled to receive or realize from the Company under any other plan, program, arrangement or agreement in connection with a Change in Control or a Participant’s termination of employment) (all such payments and benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to any excise tax imposed under section 4999 of the Code (the “Excise Tax”), then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in any other plan, program, arrangement or agreement, the Company will reduce the payment of the Award to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Award will only be reduced if (i) the net amount of any Total Payments, as so reduced (and after subtracting the net amount of United States federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such unreduced Total Payments).
- (2) If (A) any portion of the Total Payments other than an Award (the “Other Payments”) is required to be reduced pursuant to a provision substantially

similar to this Article 5.5(d), (B) any portion of an Award is required to be reduced pursuant to this Article 5.5(d); and (C) there is no other provision in any other plan, program, arrangement or agreement governing the payment of the Other Payments which dictates the order of the reduction in the Other Payments, then the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to section 409A of the Code as deferred compensation.

- (3) For purposes of determining whether and the extent to which the Award will be subject to the Excise Tax and the amount of such Excise Tax: (i) no portion of the Award the receipt or enjoyment of which the Participant shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code will be taken into account; and (ii) no portion of the Award will be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Award will be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in section 280G(b)(3) of the Code) allocable to such reasonable compensation.
- (4) The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Article 5.5 will not of itself limit or otherwise affect any other rights of the Participant under the Plan. The Participant and the Company shall each reasonably cooperate with the

other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Award.

Article 6. Termination of Employment; Forfeitures

(a) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, participation in the Plan shall cease immediately upon a Participant's retirement, resignation or termination of employment as an Eligible Employee for any reason (with or without Cause), or if determined by the Award Committee, upon the Participant's death or disability. Disability will be determined under the Company's long term disability plan, if any, or upon receipt of a letter of determination or similar of the Participant's complete disability by the applicable governmental authority under local applicable law, which complete disability entitles the Participant to disability payments under local law.

(b) In the event that:

- (1) while the Participant is employed by the Company, he or she engages in, directly or indirectly, any other business or activity that could materially or adversely affect the Company's business or his or her ability to perform his or her duties for the Company, including, but not limited to, any activities adversely affecting the MercadoLibre Business anywhere in the Territory;
- (2) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she directly or indirectly, on his or her own behalf or on behalf of another Person or entity, hires or solicits for hire any employees of the Company or its Affiliates or in any manner attempts to influence or induce any employee of the Company or its Affiliates to leave their employment; or
- (3) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she alone (or in association with any other Person) directly or indirectly, in any capacity, owns, operates, manages, controls, engages in, invests in, becomes employed by, acts as a consultant or advisor to, or provides services for, or otherwise assists any other Person in activities that are competitive with the MercadoLibre Business anywhere in the Territory,

he or she will automatically forfeit any and all benefits received under the Plan and any and all benefits which the Participant may otherwise be entitled to receive under the Plan. If the Participant terminates employment with the Company for any reason (with or without Cause) and he or she alone (or in association with any other Person) takes any of the action set forth in subparagraph (1), (2) or (3) above, the Participant will be required to immediately, and in no event more than five (5) days following the termination of the Participant's employment, return all amounts which the Participant has received under the terms of the Plan (the "Recovery Amount"),

and the Participant and the Company hereby agree to the following, notwithstanding any Plan provision to the contrary:

- (i) that the Company may withhold all or a portion of the Recovery Amount from any salary, wages or other amounts due to the Participant from the Company; and
- (ii) in addition to the Recovery Amount, the Company may also recover any fees incurred by the Company in seeking to collect the Recovery Amount, including, but not limited to, the Company's reasonable attorneys' fees.

Notwithstanding the foregoing, ownership of less than five percent (5%) of the outstanding capital stock of any Person whose securities are registered under the Securities Exchange Act of 1934, as amended, in and of itself shall not be cause for automatic forfeiture under Article 6(b)(3), whether or not the subject Person is competitive with the Company.

(c) Except as provided in Article 5 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, the portion of any Award under this Plan that has not been actually paid to the Participant prior to the date of such resignation or other termination of employment shall be forfeited, except that the Award Committee, in its discretion, may pay all or part of the amount that remains payable under an Award upon the disability or death of the Participant in accordance with such rules or procedures established by the Award Committee provided, however, that any amount of the Award payment that the Award Committee determines to pay shall be paid no later than March 15 of the year following the year that the Participant's employment ends on account of disability or death. Notwithstanding any provision of the Plan to the contrary, any Award paid to the Participant shall be subject to recovery by the Company in the event that the Participant is terminated for Cause and shall, to the extent permitted by law, be subject to recovery from any amounts owed by the Company to the Participant, including, but not limited to, offsetting any amounts owed under the Plan to the Company against any amounts otherwise owed to the Participant by the Company.

(d) If the Award Committee decides to pay all or part of an Award after the death of a Participant in accordance with this Article 6, the Participant may designate in writing one or more persons ("beneficiary") to receive any unpaid portion of the Participant's Award upon the death of the Participant. By similar action, the Participant may designate a change of beneficiary at any time, which change shall be effective only upon receipt by the Award Committee of said notice. The last such designation form filed with the Award Committee prior to the Participant's death shall control. The Award Committee may establish a form or other requirements for such designation. If the Participant designates his spouse as a beneficiary, the divorce of Participant shall automatically revoke that designation of his spouse as beneficiary except to the extent otherwise provided in a subsequent beneficiary designation filed by the Participant with the Award Committee. In the absence of a written designation, or in the event the Participant dies without a beneficiary surviving him, any amount which would otherwise be payable on account of his death shall be paid to the surviving spouse of the Participant or if none, to the Participant's estate. A

beneficiary of a Participant shall have no interest or rights hereunder during the lifetime of the Participant.

Article 7. Administrative Provisions

(a) The Plan was approved by the Board on June 28, 2018 to be effective as of January 1, 2018 for all services provided by Participants in 2018, was amended and restated effective as of January 1, 2019 and is further amended and restated as set forth herein effective as of January 1, 2021.

(b) Unless the Board provides otherwise, the Plan shall be administered and interpreted by the Award Committee, which has been provided absolute authority hereunder to administer the Plan, subject to the limitation on the authority of the Chief Executive Officer set forth in the definition of Award Committee above. The Board and its members, the members of the Award Committee and any other individual who may, from time to time, have been delegated responsibility with respect to the administration of this Plan (collectively, "Authorized Persons"), shall have the full authority, discretion and power necessary or desirable to administer and interpret this Plan, in accordance with the Plan terms. Benefits under the Plan shall be payable only if the Authorized Persons in their respective sole and absolute discretion determine that any such benefits are properly payable under the Plan. Without in any way limiting the foregoing, all Authorized Persons shall have complete authority, sole discretion and power to: (i) determine the Participants; (ii) determine the Performance Goals applicable to each Participant, as well as the relative weighting of each such Performance Goals to determine eligibility for payment of an Award hereunder; (iii) evaluate and determine the performance of Participants; (iv) determine the amount of the Award for each Participant; (v) interpret the provisions of this Plan and any other documentation used in connection with this Plan, including documentation specifying individual Participant Performance Goals, Award opportunities and the like and to waive any Minimum Eligibility Conditions; (vi) establish and interpret rules, regulations and procedures (written or by practice) for the administration of the Plan; and (vii) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. The express grant in the Plan of any specific power to Authorized Persons shall not be construed as limiting any power or authority of such Authorized Person. All actions, decisions and interpretations of the Authorized Persons shall be final, conclusive and binding on all parties. All expenses of administering the Plan shall be borne by the Company.

(c) Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment or otherwise to impose any limitation on any right of the Company to terminate a Participant's employment at any time for any or no reason.

(d) A Participant shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any Award made under the Plan, nor will any Participant have any lien on any assets of the Company by reason of any Award made under the Plan.

(e) The Company shall have the right to deduct or withhold, or require a Participant to remit to the Company, any taxes required by law to be withheld from Awards made under this Plan.

(f) The Plan may be amended, suspended or terminated at any time and from time to time, by action of the Board or the Award Committee, including, without limitation, by way of an amendment to eliminate Award payments during any calendar year, as determined by any of the Authorized Persons in its sole discretion, but in any event, the Plan will be terminated no later than upon the last date the Company pays all Participants any and all amounts that may be due under the Plan and no amounts remain due and payable under the Plan to any person as determined by Award Committee. The preceding sentence notwithstanding, on and after a Change in Control, no amendment, suspension or termination of the Plan that adversely affects the rights of a Participant (or the beneficiary of a deceased Participant who has not received payment of an amount approved by the Award Committee under Article 6), shall be effective without the written consent of that Participant or beneficiary.

(g) The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for such Participant for any period of time. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or in any way affect any right and power of the Company to terminate the employment of any employee at any time without assigning a reason therefor.

(h) This Plan, insofar as it provides for Awards, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under this Plan shall be based solely upon any contractual obligations which may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

(i) In order to be effective, any amendment of this Plan or any Award must be in writing and made by the Award Committee. No oral statement, representation, written presentation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the Board, the Chief Executive, the Award Committee or any individual who has been delegated authority to administer this Plan.

(j) The Plan shall be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to principles of conflicts of law.

(k) In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

(l) Except for their own gross negligence or gross misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms of this Plan, the Company (and its affiliates), Board and its members, the Award Committee and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

(m) Should the Company effect one or more stock dividends, stock splits, subdivisions or consolidations of Shares or other similar changes in capitalization, then the terms of outstanding Awards shall be adjusted as the Award Committee shall determine to be equitably required. Any determination made under this Article 7(m) by the Award Committee shall be final and conclusive. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, Awards.

Executed on the [•] day of [•], 2021 to be effective as of the 1st day of January, 2021.

MercadoLibre, Inc.

By:

MERCADOLIBRE, INC. 2019 LONG TERM RETENTION PROGRAM

**Effective as of January 1, 2019
As Amended and Restated
Effective January 1, 2021**

Contents

MercadoLibre, Inc. 2019 Long Term Retention Program

Article 1.	Purpose	2
Article 2.	Definitions	2
Article 3.	Participation and Award Opportunities	5
Article 4.	Payment of Awards	5
Article 5.	Termination of Employment; Forfeitures	8
Article 6.	Administrative Provisions	10

Article 1. Purpose

The MercadoLibre, Inc. 2019 Long Term Retention Program (the “Plan”) was effective as of January 1, 2019 and is further amended and restated as set forth herein effective as of January 1, 2021. The principal purpose of the Plan is to assist the Company in the retention of key employees that have valuable industry experience and developed competencies by rewarding Participants in relation to their individual results and their contributions to the organization, as well as overall Company goals and performance.

Article 2. Definitions

When used in the Plan, the following terms shall have the meanings set forth below:

“**Affiliate**” means with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood, that a Person shall be deemed to “control” another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding ownership interests in such other Person, through agreements or otherwise, and that direct or indirect ownership of ten percent (10%) or more of the voting interests of another Person shall always be deemed to constitute “control”).

“**Award**” means a cash bonus to be paid to a Participant, subject to the terms and conditions of this Plan, for services provided to the Company.

“**Award Committee**” means (i) with respect to all Eligible Employees, the Compensation Committee of the Board, or such other committee that the Board appoints to administer this Plan, which shall have general administrative authority concerning the Plan, and (ii) with respect to Eligible Employees who are not executive officers of the Company, the Company’s Chief Executive Officer, each of which shall, subject to Article 6, have the authority and discretion to resolve any and all terms and conditions of any Awards and disputes concerning the Plan and any Awards hereunder.

“**Board**” means the board of directors of the Company.

“**Cause**” means “cause” or a similar term set forth in the Participant’s employment agreement with the Company or, if no such agreement is then in effect, shall mean (A) the Participant’s material disregard of his responsibilities, authorities, powers, functions or duties or failure to act, (B) repeated or material negligence or misconduct by the Participant in the performance of his duties, (C) appropriation (or attempted appropriation) of a business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company, (D) the commission by the Participant of any act of fraud, theft or financial dishonesty with respect to the Company, or any felony or criminal act involving moral turpitude or dishonesty on the part of the Participant, (E) the Participant’s habitual drunkenness or excessive absenteeism not related to sickness, and/or (F) the material breach by the Participant of any provision of his employment agreement that is not cured by the Participant within thirty (30) days after written notice of breach has been delivered to the Participant by the Company, unless such breach is incapable of cure (in which case the Participant shall not be entitled to an opportunity to cure), in each case of clauses (A) through (F) above, as determined by the Board in good faith.

“**Change in Control**” shall mean a change in control of the Company which will be deemed to have occurred after the date hereof if:

- (a) any “person” as such term is used in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, is or becomes the beneficial owner, as such term is defined in Rule 13d-3 under the Exchange Act, directly or

indirectly, of securities of the Company representing at least fifty percent (50%) of the combined voting power or Shares of the Company; provided, however, that such term shall not include (A) the Company or any of its subsidiaries, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Company's Shares, or (E) any person or group as used in Rule 13d-1(b) under the Exchange Act;

- (b) there is consummated a merger or consolidation of the Company or any of its direct or indirect subsidiaries with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than fifty percent (50%) of the combined voting power and Shares of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- (c) there is completed a sale or disposition by the Company of all or substantially all of the Company's assets (or any transaction having a similar effect, including a liquidation) other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, more than fifty percent (50%) of the combined voting power and Shares of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Shares of the Company immediately prior to such sale.

"Company" means MercadoLibre, Inc. and its consolidated subsidiaries, and MercadoLibre, Inc.'s successors or assigns.

"Covered Termination" means (i) a termination of a Participant's employment by the Company without Cause and for a reason other than the Participant's death or disability (as determined under Article 5(a)) or (ii) a Participant's resignation from the Company with Good Reason).

"Eligible Employee" means an individual who is designated by the Award Committee as eligible for this Plan and who is employed by the Company as determined by the Award Committee.

"Good Reason" means (i) a material diminution in the Participant's duties, functions and responsibilities to the Company without the Participant's consent or the Company preventing the Participant from fulfilling or exercising the Participant's material duties, functions and responsibilities to the Company without the Participant's consent; (ii) a material reduction in the Participant's base salary or bonus opportunity or (iii) a requirement that the Participant relocate the Participant's employment more than fifty (50) miles from the location of the Participant's principal office without the consent of the Participant. A Participant's resignation shall not be a resignation with Good Reason unless the Participant gives the Company written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

"Market Value" of a Share, as of any date, means (i) the average closing sale price of one Share as reported on a national stock exchange, including, but not limited to, the NASDAQ Global Market (a "National Stock Exchange") during the sixty (60) trading day period (or such shorter period as the Shares are so listed) ending on the last trading day immediately preceding such date; (ii) if the Shares are not listed for trading on a National Stock Exchange during any day in that sixty (60) trading day period but are quoted on the Over-the-Counter-Bulletin Board (the

“OTCBB”), the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the sixty (60) trading day period (or such shorter period as the Shares are so quoted) ending on the last trading day immediately preceding such date, (iii) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on a National Stock Exchange, the average closing sale price of one Share as reported on the National Stock Exchange during the ninety (90) trading day period ending on the last day the Shares were listed for trading on such Exchange or (iv) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on the OTCBB, the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the ninety (90) trading day period ending on the last day the Shares were quoted on the OTCBB. For purposes of calculating the benefits and valuing Shares for the single cash payment payable within fifteen (15) days after a Change in Control, the term “Market Value” means the amount determined under the preceding sentence determined as of the date on which the Change in Control occurs. For purposes of calculating benefits and valuing Shares for other payments payable after a Change of Control, the term “Market Value” means, (x) in the event the Company is not the surviving entity in the Change in Control, the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs, or, (y) in the event the Company is the surviving entity in the Change in Control, the greater of (A) the amount determined under the first sentence of this paragraph and determined as of the date the benefit is a payable (e.g., as of the Payment Date of the appropriate year or the date of a Participant’s Covered Termination, as applicable) or (B) the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs.

“**MercadoLibre Business**” means any activities directly or indirectly related to Online Transactional Platforms, Online Classified Advertisements and/or Payment Platforms.

“**Online Classified Advertisements**” means listings of goods, products or services on Internet sites, which listings (1) serve the same purpose as the listings appearing in the classifieds section of printed newspapers, (2) include direct contact information of the seller via telephone, e-mail or any offline method, which contact information is readily and continuously available to any visitor without restriction or special action required from the visitor, or provide for a method to contact the seller so that the seller may then respond providing direct contact information, and (3) are on Internet sites the operator or administrator of which does not (x) play any role in consummating the transaction to which the listing relates, or (y) provide any information (other than contact information) to the seller regarding the potential buyer or interested party, or otherwise serve as middle-man between a potential buyer and seller (other than for the limited purposes expressly set forth in this paragraph), or (z) charge any fee or commission for such transaction (including, without limitation, any fees for completion of transactions and/or fees based on number of users contacting another user) other than a listing fee, which is a fee for placing the listing on the website and is chargeable before or at the time such listing appears. Examples of Online Classified Advertisements include Craigslist.com, Kijiji.com, and olx.com.

“**Online Transactional Platforms**” means online transactional platforms or similar as determined by the Award Committee including, but not limited to, (a) any online platform offering a wide variety of product lines and/or services, operating in a manner similar to Amazon.com or Submarino.com as of the date hereof and/or (b) online transactional marketplaces located on websites in which sellers and potential buyers transact for any kinds of goods and/or services, which goods and/or services are displayed on such website, and in which the sellers’ and potential buyers’ initial contact can only be made through such website (for purposes of initial contact, direct contact information of another user is not made available to users, in accordance with the terms of use of such website), such as eBay.com, MercadoLibre.com, DeRemate.com, etc. (and any such domain name with country suffixes).

“**Participant**” means an Eligible Employee who is designated as eligible to receive an Award for services provided in 2019. The designation of an individual as a Participant under this Plan shall

not provide the individual with any rights to any future participation for any subsequent long term retention plans that may be adopted by the Company in future years but, subject to the terms of the Plan, an individual shall remain a Participant for purposes of receiving a payment of an Award until such individual ceases to be an Eligible Employee.

“**Payment Date**” means a date prior to April 30, to be selected by the Company in its sole discretion.

“**Payments Platforms**” means websites or platforms enabling the sending, receipt, holding and/or transfer of money from one user to another user through an account that is funded by, among other things, traditional payment methods and then used to transact with another user electronically, such as PayPal.com, MercadoPago.com, or Dineromail.com (and any such domain name with country suffixes).

“**Person**” means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or any other similar entity or a governmental or quasi-governmental body.

“**Shares**” means shares of common stock of the Company, \$0.001 par value per share.

“**Territory**” means the United States of America and each country and territory in Latin America and the Caribbean, including, without limitation, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

Article 3. Participation and Award Opportunities

The amount of the Award for each Plan Participant will be established by the Award Committee and communicated to each Plan Participant. The amount of each Award may be different for each Participant or levels of Participants as determined by the Award Committee.

The amount of each Award shall be enumerated as a specified amount, calculated in accordance with Article 4 hereof, of United States dollars, unless the Award Committee determines the amount of any such Award in a local currency. The amount of each Award, to the extent it becomes payable, shall be paid in the form of cash only.

Article 4. Payment of Awards

(a) Conditions and Payment.

(1) Any Award granted to a Participant shall be payable to the Participant in accordance with and subject to the terms of this Article 4 and Article 5.

(2) The timing and conditions of the payment of such Award are subject to the terms and conditions of the Plan and, subject to Article 6 of the Plan, any other terms and conditions determined by the Award Committee to be appropriate. Subject to the following paragraphs and Article 5, Participant must be employed as an Eligible Employee on the date each portion Award is to be paid to such Participant. An Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.

(3) Each Participant’s Award shall be payable as follows:

- (i) Sixteen and two-thirds percent (16.66%) of half of Participant’s Award shall be payable to the Participant on the Payment Date of each calendar year for a period of six (6) years starting in 2020; and
- (ii) the Participant shall receive on the Payment Date of each calendar year for a period of six (6) years starting in 2020, a payment equal in

value to the product of (i) multiplied by (ii), where (i) equals sixteen and two-thirds percent (16.66%) of half of Participant's Award and (ii) equals the quotient of (a) divided by (b), where (a), the numerator, equals the Market Value as of the first day of the fiscal year in which the applicable Payment Date occurs and (b), the denominator, equals \$322.91 (the average closing price of the Company's common stock on the NASDAQ Global Market during the final sixty (60) trading days of 2018).

(b) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) Each Participant who is employed by the Company on the date a Change in Control occurs shall be vested in the right to receive fifty percent (50%) of the Award payments scheduled to be paid thereafter.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to fifty percent (50%) of the Award payments scheduled to be paid after the Change in Control (based on the Market Value on the date the Change in Control occurs).
- (3) Each Award payment scheduled to be paid after the Change in Control shall be reduced by fifty percent (50%), *i.e.*, to reflect the single cash payment under clause (2) of this paragraph, and shall continue to be paid on each Payment Date in accordance with the preceding paragraph, subject to the Participant's continued employment; provided, however, that if a Participant described in clause (1) of this paragraph experiences a Covered Termination on or after Change in Control, then any Award payments scheduled to be paid after the Covered Termination shall be paid in a single cash payment (based on the Market Value on the date of the Covered Termination) within fifteen (15) days after the Covered Termination.

(c) Notwithstanding anything in the Plan or any agreement entered into in connection with or pursuant to the Plan:

- (1) The portion of any Award under this Plan that was forfeited or forfeitable upon the Participant's Covered Termination before a Change in Control shall be reinstated (or if not yet forfeited, retained) as of the date of the Change in Control if such date is not more than one hundred and twenty (120) days after the date of the Covered Termination.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to one hundred percent (100%) of the Award payments scheduled to be paid after the date of the Participant's Covered Termination. With respect to any Award payment originally scheduled to have been paid before the date of the Change in Control, the amount of such payment will be based on the Market Value on the date of the Covered Termination. With respect to any Award payments scheduled to be paid on or after the Change in Control, the amount of such payment will be based on the Market Value on the date the Change in Control occurs.

- (3) If a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Internal Revenue Code of 1986 (the “Code”) is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule. Each payment provided any Participant in connection with an Award granted hereunder shall be considered a separate payment for purposes of Section 409A of the Code.

(d) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) If any portion of an Award received or to be received by a Participant (either alone or together with other payments or benefits which such Participant received or realized or is then entitled to receive or realize from the Company under any other plan, program, arrangement or agreement in connection with a Change in Control or a Participant’s termination of employment) (all such payments and benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to any excise tax imposed under section 4999 of the Code (the “Excise Tax”), then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in any other plan, program, arrangement or agreement, the Company will reduce the payment of the Award to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Award will only be reduced if (i) the net amount of any Total Payments, as so reduced (and after subtracting the net amount of United States federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such unreduced Total Payments).
- (2) If (A) any portion of the Total Payments other than an Award (the “Other Payments”) is required to be reduced pursuant to a provision substantially similar to this Article 4(d), (B) any portion of an Award is required to be reduced pursuant to this Article 4(d); and (C) there is no other provision in any other plan, program, arrangement or agreement governing the payment of the Other Payments which dictates the order of the reduction in the Other Payments, then the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii)

payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to section 409A of the Code as deferred compensation.

- (3) For purposes of determining whether and the extent to which the Award will be subject to the Excise Tax and the amount of such Excise Tax: (i) no portion of the Award the receipt or enjoyment of which the Participant shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code will be taken into account; and (ii) no portion of the Award will be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Award will be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in section 280G(b)(3) of the Code) allocable to such reasonable compensation.
- (4) The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Article 4(d)(4) will not of itself limit or otherwise affect any other rights of the Participant under the Plan. The Participant and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Award.

Article 5. Termination of Employment; Forfeitures

(a) Except as provided in Article 4 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, participation in the Plan shall cease immediately upon a Participant's retirement, resignation or termination of employment as an Eligible Employee for any reason (with or without Cause), or if determined by the Award Committee, upon the Participant's death or disability. Disability will be determined under the Company's long term disability plan, if any, or upon receipt of a letter of determination or similar of the Participant's complete disability by the applicable

governmental authority under local applicable law, which complete disability entitles the Participant to disability payments under local law.

(b) In the event that:

- (1) while the Participant is employed by the Company, he or she engages in, directly or indirectly, any other business or activity that could materially or adversely affect the Company's business or his or her ability to perform his or her duties for the Company, including, but not limited to, any activities adversely affecting the MercadoLibre Business anywhere in the Territory;
- (2) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she directly or indirectly, on his or her own behalf or on behalf of another Person or entity, hires or solicits for hire any employees of the Company or its Affiliates or in any manner attempts to influence or induce any employee of the Company or its Affiliates to leave their employment; or
- (3) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she alone (or in association with any other Person) directly or indirectly, in any capacity, owns, operates, manages, controls, engages in, invests in, becomes employed by, acts as a consultant or advisor to, or provides services for, or otherwise assists any other Person in activities that are competitive with the MercadoLibre Business anywhere in the Territory,

he or she will automatically forfeit any and all benefits received under the Plan and any and all benefits which the Participant may otherwise be entitled to receive under the Plan. If the Participant terminates employment with the Company for any reason (with or without Cause) and he or she alone (or in association with any other Person) takes any of the action set forth in subparagraph (1), (2) or (3) above, the Participant will be required to immediately, and in no event more than five (5) days following the termination of the Participant's employment, return all amounts which the Participant has received under the terms of the Plan (the "Recovery Amount"), and the Participant and the Company hereby agree to the following, notwithstanding any Plan provision to the contrary:

- (i) that the Company may withhold all or a portion of the Recovery Amount from any salary, wages or other amounts due to the Participant from the Company; and
- (ii) in addition to the Recovery Amount, the Company may also recover any fees incurred by the Company in seeking to collect the Recovery Amount, including, but not limited to, the Company's reasonable attorneys' fees.

Notwithstanding the foregoing, ownership of less than five percent (5%) of the outstanding capital stock of any Person whose securities are registered under the Securities Exchange Act of 1934, as amended, in and of itself shall not be cause for automatic forfeiture under Article 5(b)(3), whether or not the subject Person is competitive with the Company.

(c) Except as provided in Article 4 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, the portion of any Award under this Plan that has not been actually paid to the Participant prior to the date of such resignation or other termination of employment shall be forfeited, except that the Award Committee, in its discretion, may pay all or part of the amount that remains payable under an Award upon the disability or death of the Participant in accordance with such rules

or procedures established by the Award Committee provided, however, that any amount of the Award payment that the Award Committee determines to pay shall be paid no later than March 15 of the year following the year that the Participant's employment ends on account of disability or death. Notwithstanding any provision of the Plan to the contrary, any Award paid to the Participant shall be subject to recovery by the Company in the event that the Participant is terminated for Cause and shall, to the extent permitted by law, be subject to recovery from any amounts owed by the Company to the Participant, including, but not limited to, offsetting any amounts owed under the Plan to the Company against any amounts otherwise owed to the Participant by the Company.

(d) If the Award Committee decides to pay all or part of an Award after the death of a Participant in accordance with this Article 5, the Participant may designate in writing one or more persons ("beneficiary") to receive any unpaid portion of the Participant's Award upon the death of the Participant. By similar action, the Participant may designate a change of beneficiary at any time, which change shall be effective only upon receipt by the Award Committee of said notice. The last such designation form filed with the Award Committee prior to the Participant's death shall control. The Award Committee may establish a form or other requirements for such designation. If the Participant designates his spouse as a beneficiary, the divorce of Participant shall automatically revoke that designation of his spouse as beneficiary except to the extent otherwise provided in a subsequent beneficiary designation filed by the Participant with the Award Committee. In the absence of a written designation, or in the event the Participant dies without a beneficiary surviving him, any amount which would otherwise be payable on account of his death shall be paid to the surviving spouse of the Participant or if none, to the Participant's estate. A beneficiary of a Participant shall have no interest or rights hereunder during the lifetime of the Participant.

Article 6. Administrative Provisions

(a) The Plan was approved by the Board on March 29, 2019 to be effective as of January 1, 2019 for all services provided by Participants in 2019 and is further amended and restated as set forth herein effective as of January 1, 2021.

(b) Unless the Board provides otherwise, the Plan shall be administered and interpreted by the Award Committee, which has been provided absolute authority hereunder to administer the Plan, subject to the limitation on the authority of the Chief Executive Officer set forth in the definition of Award Committee above. The Board and its members, the members of the Award Committee and any other individual who may, from time to time, have been delegated responsibility with respect to the administration of this Plan (collectively, "Authorized Persons"), shall have the full authority, discretion and power necessary or desirable to administer and interpret this Plan, in accordance with the Plan terms. Benefits under the Plan shall be payable only if the Authorized Persons in their respective sole and absolute discretion determine that any such benefits are properly payable under the Plan. Without in any way limiting the foregoing, all Authorized Persons shall have complete authority, sole discretion and power to: (i) determine the Participants; (ii) determine the amount of the Award for each Participant; (iii) interpret the provisions of this Plan and any other documentation used in connection with this Plan, including documentation specifying individual Awards and the like; (iv) establish and interpret rules, regulations and procedures (written or by practice) for the administration of the Plan; and (v) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. The express grant in the Plan of any specific power to Authorized Persons shall not be construed as limiting any power or authority of such Authorized Person. All actions, decisions and interpretations of the Authorized Persons shall be final, conclusive and binding on all parties. All expenses of administering the Plan shall be borne by the Company.

(c) Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment or otherwise to impose any limitation on any right of the Company to terminate a Participant's employment at any time for any or no reason.

(d) A Participant shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any Award made under the Plan, nor will any Participant have any lien on any assets of the Company by reason of any Award made under the Plan.

(e) The Company shall have the right to deduct or withhold, or require a Participant to remit to the Company, any taxes required by law to be withheld from Awards made under this Plan.

(f) The Plan may be amended, suspended or terminated at any time and from time to time, by action of the Board or the Award Committee, including, without limitation, by way of an amendment to eliminate Award payments during any calendar year, as determined by any of the Authorized Persons in its sole discretion, but in any event, the Plan will be terminated no later than upon the last date the Company pays all Participants any and all amounts that may be due under the Plan and no amounts remain due and payable under the Plan to any person as determined by Award Committee. The preceding sentence to the contrary notwithstanding, on and after a Change in Control, no amendment, suspension or termination of the Plan that adversely affects the rights of a Participant (or the beneficiary of a deceased Participant who has not received payment of an amount approved by the Award Committee under Article 5), shall be effective without the written consent of that Participant or beneficiary.

(g) The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for such Participant for any period of time. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or in any way affect any right and power of the Company to terminate the employment of any employee at any time without assigning a reason therefor.

(h) This Plan, insofar as it provides for Awards, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under this Plan shall be based solely upon any contractual obligations which may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

(i) In order to be effective, any amendment of this Plan or any Award must be in writing and made by the Award Committee. No oral statement, representation, written presentation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the Board, the Chief Executive, the Award Committee or any individual who has been delegated authority to administer this Plan.

(j) The Plan shall be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to principles of conflicts of law.

(k) In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

(l) Except for their own gross negligence or gross misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms of this Plan, the Company (and its affiliates), Board and its members, the Award Committee and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

(m) Should the Company effect one or more stock dividends, stock splits, subdivisions or consolidations of Shares or other similar changes in capitalization, then the terms of outstanding Awards shall be adjusted as the Award Committee shall determine to be equitably required. Any determination made under this Article 6(m) by the Award Committee shall be final and conclusive. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, Awards.

Executed on the [•] day of [•], 2021 to be effective as of the 1st day of January, 2021.

MercadoLibre, Inc.

By:

MERCADOLIBRE, INC. 2020 LONG TERM RETENTION PROGRAM

**Effective as of January 1, 2020
As Amended and Restated
Effective January 1, 2021**

Contents

MercadoLibre, Inc. 2020 Long Term Retention Program

Article 1	Purpose	2
Article 2	Definitions	2
Article 3	Participation and Award Opportunities	5
Article 4	Payment of Awards	5
Article 5	Termination of Employment; Forfeitures	8
Article 6	Administrative Provisions	10

Article 1. Purpose

The MercadoLibre, Inc. 2020 Long Term Retention Program (the “Plan”) is effective as of January 1, 2020 and is further amended and restated as set forth herein effective as of January 1, 2021. The principal purpose of the Plan is to assist the Company in the retention of key employees that have valuable industry experience and developed competencies by rewarding Participants in relation to their individual results and their contributions to the organization, as well as overall Company goals and performance.

Article 2. Definitions

When used in the Plan, the following terms shall have the meanings set forth below:

“**Affiliate**” means with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood, that a Person shall be deemed to “control” another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding ownership interests in such other Person, through agreements or otherwise, and that direct or indirect ownership of ten percent (10%) or more of the voting interests of another Person shall always be deemed to constitute “control”).

“**Award**” means a cash bonus to be paid to a Participant, subject to the terms and conditions of this Plan, for services provided to the Company.

“**Award Committee**” means (i) with respect to all Eligible Employees, the Compensation Committee of the Board, or such other committee that the Board appoints to administer this Plan, which shall have general administrative authority concerning the Plan, and (ii) with respect to Eligible Employees who are not executive officers of the Company, the Company’s Chief Executive Officer, each of which shall, subject to Article 6, have the authority and discretion to resolve any and all terms and conditions of any Awards and disputes concerning the Plan and any Awards hereunder.

“**Board**” means the board of directors of the Company.

“**Cause**” means “cause” or a similar term set forth in the Participant’s employment agreement with the Company or, if no such agreement is then in effect, shall mean (A) the Participant’s material disregard of his responsibilities, authorities, powers, functions or duties or failure to act, (B) repeated or material negligence or misconduct by the Participant in the performance of his duties, (C) appropriation (or attempted appropriation) of a business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company, (D) the commission by the Participant of any act of fraud, theft or financial dishonesty with respect to the Company, or any felony or criminal act involving moral turpitude or dishonesty on the part of the Participant, (E) the Participant’s habitual drunkenness or excessive absenteeism not related to sickness, and/or (F) the material breach by the Participant of any provision of his employment agreement that is not cured by the Participant within thirty (30) days after written notice of breach has been delivered to the Participant by the Company, unless such breach is incapable of cure (in which case the Participant shall not be entitled to an opportunity to cure), in each case of clauses (A) through (F) above, as determined by the Board in good faith.

“**Change in Control**” shall mean a change in control of the Company which will be deemed to have occurred after the date hereof if:

- (a) any “person” as such term is used in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, is or becomes the beneficial owner, as such term is defined in Rule 13d-3 under the Exchange Act, directly or

indirectly, of securities of the Company representing at least fifty percent (50%) of the combined voting power or Shares of the Company; provided, however, that such term shall not include (A) the Company or any of its subsidiaries, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Company's Shares, or (E) any person or group as used in Rule 13d-1(b) under the Exchange Act;

- (b) there is consummated a merger or consolidation of the Company or any of its direct or indirect subsidiaries with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than fifty percent (50%) of the combined voting power and Shares of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- (c) there is completed a sale or disposition by the Company of all or substantially all of the Company's assets (or any transaction having a similar effect, including a liquidation) other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, more than fifty percent (50%) of the combined voting power and Shares of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Shares of the Company immediately prior to such sale.

"Company" means MercadoLibre, Inc. and its consolidated subsidiaries, and MercadoLibre, Inc.'s successors or assigns.

"Covered Termination" means (i) a termination of a Participant's employment by the Company without Cause and for a reason other than the Participant's death or disability (as determined under Article 5(a)) or (ii) a Participant's resignation from the Company with Good Reason).

"Eligible Employee" means an individual who is designated by the Award Committee as eligible for this Plan and who is employed by the Company as determined by the Award Committee.

"Good Reason" means (i) a material diminution in the Participant's duties, functions and responsibilities to the Company without the Participant's consent or the Company preventing the Participant from fulfilling or exercising the Participant's material duties, functions and responsibilities to the Company without the Participant's consent; (ii) a material reduction in the Participant's base salary or bonus opportunity or (iii) a requirement that the Participant relocate the Participant's employment more than fifty (50) miles from the location of the Participant's principal office without the consent of the Participant. A Participant's resignation shall not be a resignation with Good Reason unless the Participant gives the Company written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

"Market Value" of a Share, as of any date, means (i) the average closing sale price of one Share as reported on a national stock exchange, including, but not limited to, the NASDAQ Global Market (a "National Stock Exchange") during the sixty (60) trading day period (or such shorter period as the Shares are so listed) ending on the last trading day immediately preceding such date; (ii) if the Shares are not listed for trading on a National Stock Exchange during any day in that sixty (60) trading day period but are quoted on the Over-the-Counter-Bulletin Board (the

“OTCBB”), the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the sixty (60) trading day period (or such shorter period as the Shares are so quoted) ending on the last trading day immediately preceding such date, (iii) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on a National Stock Exchange, the average closing sale price of one Share as reported on the National Stock Exchange during the ninety (90) trading day period ending on the last day the Shares were listed for trading on such Exchange or (iv) if the Shares are not listed for trading on a National Stock Exchange or quoted on the OTCBB during any day in that sixty (60) trading day period and the Shares were last traded on the OTCBB, the mean between the closing bid and closing asked prices for the Shares as quoted on the OTCBB during the ninety (90) trading day period ending on the last day the Shares were quoted on the OTCBB. For purposes of calculating the benefits and valuing Shares for the single cash payment payable within fifteen (15) days after a Change in Control, the term “Market Value” means the amount determined under the preceding sentence determined as of the date on which the Change in Control occurs. For purposes of calculating benefits and valuing Shares for other payments payable after a Change of Control, the term “Market Value” means, (x) in the event the Company is not the surviving entity in the Change in Control, the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs, or, (y) in the event the Company is the surviving entity in the Change in Control, the greater of (A) the amount determined under the first sentence of this paragraph and determined as of the date the benefit is a payable (e.g., as of the Payment Date of the appropriate year or the date of a Participant’s Covered Termination, as applicable) or (B) the amount determined under the first sentence of this paragraph and determined as of the date on which the Change in Control occurs.

“**MercadoLibre Business**” means any activities directly or indirectly related to Online Transactional Platforms, Online Classified Advertisements and/or Payment Platforms.

“**Online Classified Advertisements**” means listings of goods, products or services on Internet sites, which listings (1) serve the same purpose as the listings appearing in the classifieds section of printed newspapers, (2) include direct contact information of the seller via telephone, e-mail or any offline method, which contact information is readily and continuously available to any visitor without restriction or special action required from the visitor, or provide for a method to contact the seller so that the seller may then respond providing direct contact information, and (3) are on Internet sites the operator or administrator of which does not (x) play any role in consummating the transaction to which the listing relates, or (y) provide any information (other than contact information) to the seller regarding the potential buyer or interested party, or otherwise serve as middle-man between a potential buyer and seller (other than for the limited purposes expressly set forth in this paragraph), or (z) charge any fee or commission for such transaction (including, without limitation, any fees for completion of transactions and/or fees based on number of users contacting another user) other than a listing fee, which is a fee for placing the listing on the website and is chargeable before or at the time such listing appears. Examples of Online Classified Advertisements include Craigslist.com, Kijiji.com, and olx.com.

“**Online Transactional Platforms**” means online transactional platforms or similar as determined by the Award Committee including, but not limited to, (a) any online platform offering a wide variety of product lines and/or services, operating in a manner similar to Amazon.com or Submarino.com as of the date hereof and/or (b) online transactional marketplaces located on websites in which sellers and potential buyers transact for any kinds of goods and/or services, which goods and/or services are displayed on such website, and in which the sellers’ and potential buyers’ initial contact can only be made through such website (for purposes of initial contact, direct contact information of another user is not made available to users, in accordance with the terms of use of such website), such as eBay.com, MercadoLibre.com, DeRemate.com, etc. (and any such domain name with country suffixes).

“**Participant**” means an Eligible Employee who is designated as eligible to receive an Award for services provided in 2020. The designation of an individual as a Participant under this Plan shall

not provide the individual with any rights to any future participation for any subsequent long term retention plans that may be adopted by the Company in future years but, subject to the terms of the Plan, an individual shall remain a Participant for purposes of receiving a payment of an Award until such individual ceases to be an Eligible Employee.

“**Payment Date**” means a date prior to April 30, to be selected by the Company in its sole discretion.

“**Payments Platforms**” means websites or platforms enabling the sending, receipt, holding and/or transfer of money from one user to another user through an account that is funded by, among other things, traditional payment methods and then used to transact with another user electronically, such as PayPal.com, MercadoPago.com, or Dineromail.com (and any such domain name with country suffixes).

“**Person**” means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or any other similar entity or a governmental or quasi-governmental body.

“**Shares**” means shares of common stock of the Company, \$0.001 par value per share.

“**Territory**” means the United States of America and each country and territory in Latin America and the Caribbean, including, without limitation, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

Article 3. Participation and Award Opportunities

The amount of the Award for each Plan Participant will be established by the Award Committee and communicated to each Plan Participant. The amount of each Award may be different for each Participant or levels of Participants as determined by the Award Committee.

The amount of each Award shall be enumerated as a specified amount, calculated in accordance with Article 4 hereof, of United States dollars, unless the Award Committee determines the amount of any such Award in a local currency. The amount of each Award, to the extent it becomes payable, shall be paid in the form of cash only.

Article 4. Payment of Awards

(a) Conditions and Payment.

- (1) Any Award granted to a Participant shall be payable to the Participant in accordance with and subject to the terms of this Article 4 and Article 5.
- (2) The timing and conditions of the payment of such Award are subject to the terms and conditions of the Plan and, subject to Article 6 of the Plan, any other terms and conditions determined by the Award Committee to be appropriate. Subject to the following paragraphs and Article 5, Participant must be employed as an Eligible Employee on the date each portion Award is to be paid to such Participant. An Award may, but is not required to, be evidenced by a separate agreement executed by the Participant.
- (3) Each Participant’s Award shall be payable as follows:
 - (i) Sixteen and two-thirds percent (16.66%) of half of Participant’s Award shall be payable to the Participant on the Payment Date of each calendar year for a period of six (6) years starting in 2021; and
 - (ii) the Participant shall receive on the Payment Date of each calendar year for a period of six (6) years starting in 2021, a payment equal in

value to the product of (i) multiplied by (ii), where (i) equals sixteen and two-thirds percent (16.66%) of half of Participant's Award and (ii) equals the quotient of (a) divided by (b), where (a), the numerator, equals the Market Value as of the first day of the fiscal year in which the applicable Payment Date occurs and (b), the denominator, equals \$553.45 (the average closing price of the Company's common stock on the NASDAQ Global Market during the final sixty (60) trading days of 2019).

(b) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) Each Participant who is employed by the Company on the date a Change in Control occurs shall be vested in the right to receive fifty percent (50%) of the Award payments scheduled to be paid thereafter.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to fifty percent (50%) of the Award payments scheduled to be paid after the Change in Control (based on the Market Value on the date the Change in Control occurs).
- (3) Each Award payment scheduled to be paid after the Change in Control shall be reduced by fifty percent (50%), *i.e.*, to reflect the single cash payment under clause (2) of this paragraph, and shall continue to be paid on each Payment Date in accordance with the preceding paragraph, subject to the Participant's continued employment; provided, however, that if a Participant described in clause (1) of this paragraph experiences a Covered Termination on or after Change in Control, then any Award payments scheduled to be paid after the Covered Termination shall be paid in a single cash payment (based on the Market Value on the date of the Covered Termination) within fifteen (15) days after the Covered Termination.

(c) Notwithstanding anything in the Plan or any agreement entered into in connection with or pursuant to the Plan:

- (1) The portion of any Award under this Plan that was forfeited or forfeitable upon the Participant's Covered Termination before a Change in Control shall be reinstated (or if not yet forfeited, retained) as of the date of the Change in Control if such date is not more than one hundred and twenty (120) days after the date of the Covered Termination.
- (2) As soon as practicable after the date a Change in Control occurs, but in no event more than fifteen (15) days after the date a Change in Control occurs, each Participant described in clause (1) of this paragraph shall receive a single cash payment equal to one hundred percent (100%) of the Award payments scheduled to be paid after the date of the Participant's Covered Termination. With respect to any Award payment originally scheduled to have been paid before the date of the Change in Control, the amount of such payment will be based on the Market Value on the date of the Covered Termination. With respect to any Award payments scheduled to be paid on or after the Change in Control, the amount of such payment will be based on the Market Value on the date the Change in Control occurs.

- (3) If a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Internal Revenue Code of 1986 (the “Code”) is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule. Each payment provided any Participant in connection with an Award granted hereunder shall be considered a separate payment for purposes of Section 409A of the Code.

(d) Notwithstanding anything in the Plan or any other agreement entered into in connection with or pursuant to the Plan:

- (1) If any portion of an Award received or to be received by a Participant (either alone or together with other payments or benefits which such Participant received or realized or is then entitled to receive or realize from the Company under any other plan, program, arrangement or agreement in connection with a Change in Control or a Participant’s termination of employment) (all such payments and benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to any excise tax imposed under section 4999 of the Code (the “Excise Tax”), then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in any other plan, program, arrangement or agreement, the Company will reduce the payment of the Award to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Award will only be reduced if (i) the net amount of any Total Payments, as so reduced (and after subtracting the net amount of United States federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out, if any, of itemized deductions and personal exemptions attributable to such unreduced Total Payments).
- (2) If (A) any portion of the Total Payments other than an Award (the “Other Payments”) is required to be reduced pursuant to a provision substantially similar to this Article 4(d), (B) any portion of an Award is required to be reduced pursuant to this Article 4(d); and (C) there is no other provision in any other plan, program, arrangement or agreement governing the payment of the Other Payments which dictates the order of the reduction in the Other Payments, then the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii)

payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to section 409A of the Code as deferred compensation.

- (3) For purposes of determining whether and the extent to which the Award will be subject to the Excise Tax and the amount of such Excise Tax: (i) no portion of the Award the receipt or enjoyment of which the Participant shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code will be taken into account; and (ii) no portion of the Award will be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Award will be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in section 280G(b)(3) of the Code) allocable to such reasonable compensation.
- (4) The fact that the Participant's right to payments or benefits may be reduced by reason of the limitations contained in this Article 4(d)(4) will not of itself limit or otherwise affect any other rights of the Participant under the Plan. The Participant and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Award.

Article 5. Termination of Employment; Forfeitures

(a) Except as provided in Article 4 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, participation in the Plan shall cease immediately upon a Participant's retirement, resignation or termination of employment as an Eligible Employee for any reason (with or without Cause), or if determined by the Award Committee, upon the Participant's death or disability. Disability will be determined under the Company's long term disability plan, if any, or upon receipt of a letter of determination or similar of the Participant's complete disability by the applicable governmental authority under local applicable law, which complete disability entitles the Participant to disability payments under local law.

(b) In the event that:

- (1) while the Participant is employed by the Company, he or she engages in, directly or indirectly, any other business or activity that could materially or adversely affect the Company's business or his or her ability to perform his or her duties for the Company, including, but not limited to, any activities adversely affecting the MercadoLibre Business anywhere in the Territory;
- (2) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she directly or indirectly, on his or her own behalf or on behalf of another Person or entity, hires or solicits for hire any employees of the Company or its Affiliates or in any manner attempts to influence or induce any employee of the Company or its Affiliates to leave their employment; or
- (3) while the Participant is employed by the Company or during the one-year period following the termination of the Participant's employment for any reason, he or she alone (or in association with any other Person) directly or indirectly, in any capacity, owns, operates, manages, controls, engages in, invests in, becomes employed by, acts as a consultant or advisor to, or provides services for, or otherwise assists any other Person in activities that are competitive with the MercadoLibre Business anywhere in the Territory,

he or she will automatically forfeit any and all benefits received under the Plan and any and all benefits which the Participant may otherwise be entitled to receive under the Plan. If the Participant terminates employment with the Company for any reason (with or without Cause) and he or she alone (or in association with any other Person) takes any of the action set forth in subparagraph (1), (2) or (3) above, the Participant will be required to immediately, and in no event more than five (5) days following the termination of the Participant's employment, return all amounts which the Participant has received under the terms of the Plan (the "Recovery Amount"), and the Participant and the Company hereby agree to the following, notwithstanding any Plan provision to the contrary:

- (i) that the Company may withhold all or a portion of the Recovery Amount from any salary, wages or other amounts due to the Participant from the Company; and
- (ii) in addition to the Recovery Amount, the Company may also recover any fees incurred by the Company in seeking to collect the Recovery Amount, including, but not limited to, the Company's reasonable attorneys' fees.

Notwithstanding the foregoing, ownership of less than five percent (5%) of the outstanding capital stock of any Person whose securities are registered under the Securities Exchange Act of 1934, as amended, in and of itself shall not be cause for automatic forfeiture under Article 5(b)(3), whether or not the subject Person is competitive with the Company.

(c) Except as provided in Article 4 with respect to a Covered Termination within one hundred and twenty (120) days before a Change in Control or a Covered Termination on or after a Change in Control, the portion of any Award under this Plan that has not been actually paid to the Participant prior to the date of such resignation or other termination of employment shall be forfeited, except that the Award Committee, in its discretion, may pay all or part of the amount that remains payable under an Award upon the disability or death of the Participant in accordance with such rules or procedures established by the Award Committee provided, however, that any amount of the Award payment that the Award Committee determines to pay shall be paid no later than March 15 of the year following the year that the Participant's employment ends on account of disability or death.

Notwithstanding any provision of the Plan to the contrary, any Award paid to the Participant shall be subject to recovery by the Company in the event that the Participant is terminated for Cause and shall, to the extent permitted by law, be subject to recovery from any amounts owed by the Company to the Participant, including, but not limited to, offsetting any amounts owed under the Plan to the Company against any amounts otherwise owed to the Participant by the Company.

(d) If the Award Committee decides to pay all or part of an Award after the death of a Participant in accordance with this Article 5, the Participant may designate in writing one or more persons ("beneficiary") to receive any unpaid portion of the Participant's Award upon the death of the Participant. By similar action, the Participant may designate a change of beneficiary at any time, which change shall be effective only upon receipt by the Award Committee of said notice. The last such designation form filed with the Award Committee prior to the Participant's death shall control. The Award Committee may establish a form or other requirements for such designation. If the Participant designates his spouse as a beneficiary, the divorce of Participant shall automatically revoke that designation of his spouse as beneficiary except to the extent otherwise provided in a subsequent beneficiary designation filed by the Participant with the Award Committee. In the absence of a written designation, or in the event the Participant dies without a beneficiary surviving him, any amount which would otherwise be payable on account of his death shall be paid to the surviving spouse of the Participant or if none, to the Participant's estate. A beneficiary of a Participant shall have no interest or rights hereunder during the lifetime of the Participant.

Article 6. Administrative Provisions

(a) The Plan was approved by the Board on April 29, 2020 to be effective as of January 1, 2020 for all services provided by Participants in 2020 and is further amended and restated as set forth herein effective as of January 1, 2021.

(b) Unless the Board provides otherwise, the Plan shall be administered and interpreted by the Award Committee, which has been provided absolute authority hereunder to administer the Plan, subject to the limitation on the authority of the Chief Executive Officer set forth in the definition of Award Committee above. The Board and its members, the members of the Award Committee and any other individual who may, from time to time, have been delegated responsibility with respect to the administration of this Plan (collectively, "Authorized Persons"), shall have the full authority, discretion and power necessary or desirable to administer and interpret this Plan, in accordance with the Plan terms. Benefits under the Plan shall be payable only if the Authorized Persons in their respective sole and absolute discretion determine that any such benefits are properly payable under the Plan. Without in any way limiting the foregoing, all Authorized Persons shall have complete authority, sole discretion and power to: (i) determine the Participants; (ii) determine the amount of the Award for each Participant; (iii) interpret the provisions of this Plan and any other documentation used in connection with this Plan, including documentation specifying individual Awards and the like; (iv) establish and interpret rules, regulations and procedures (written or by practice) for the administration of the Plan; (v) determine which entity is responsible for making Award payments; (vi) determine the effect, if any, the transfer of a Participant's service location from one jurisdiction to another will have on an outstanding Award; and (vii) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. The express grant in the Plan of any specific power to Authorized Persons shall not be construed as limiting any power or authority of such Authorized Person. All actions, decisions and interpretations of the Authorized Persons shall be final, conclusive and binding on all parties. All expenses of administering the Plan shall be borne by the Company.

(c) Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment or otherwise to impose any limitation on any right of the Company to terminate a Participant's employment at any time for any or no reason.

(d) A Participant shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any Award made under the Plan, nor will any Participant have any lien on any assets of the Company by reason of any Award made under the Plan.

(e) The Company shall have the right to deduct or withhold, or require a Participant to remit to the Company, any taxes required by law to be withheld from Awards made under this Plan.

(f) The Plan may be amended, suspended or terminated at any time and from time to time, by action of the Board or the Award Committee, including, without limitation, by way of an amendment to eliminate Award payments during any calendar year, as determined by any of the Authorized Persons in its sole discretion, but in any event, the Plan will be terminated no later than upon the last date the Company pays all Participants any and all amounts that may be due under the Plan and no amounts remain due and payable under the Plan to any person as determined by Award Committee. The preceding sentence to the contrary notwithstanding, on and after a Change in Control, no amendment, suspension or termination of the Plan that adversely affects the rights of a Participant (or the beneficiary of a deceased Participant who has not received payment of an amount approved by the Award Committee under Article 5), shall be effective without the written consent of that Participant or beneficiary.

(g) The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for such Participant for any period of time. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or in any way affect any right and power of the Company to terminate the employment of any employee at any time without assigning a reason therefor.

(h) This Plan, insofar as it provides for Awards, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under this Plan shall be based solely upon any contractual obligations which may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

(i) In order to be effective, any amendment of this Plan or any Award must be in writing and made by the Award Committee. No oral statement, representation, written presentation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the Board, the Chief Executive, the Award Committee or any individual who has been delegated authority to administer this Plan.

(j) The Plan shall be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to principles of conflicts of law.

(k) In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

(l) Except for their own gross negligence or gross misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms of this Plan, the Company (and its affiliates), Board and its members, the Award Committee and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

(m) Should the Company effect one or more stock dividends, stock splits, subdivisions or consolidations of Shares or other similar changes in capitalization, then the terms of outstanding Awards shall be adjusted as the Award Committee shall determine to be equitably required. Any determination made under this Article 6(m) by the Award Committee shall be final and conclusive. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, Awards.

Executed on the [•] day of [•], 2021 to be effective as of the 1st day of January, 2021.

MercadoLibre, Inc.

By:

**CERTIFICATION PURSUANT TO
RULE 13A-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Marcos Galperin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of MercadoLibre, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of registrant’s Board of Directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

May 6, 2021

/s/ Marcos Galperin

Marcos Galperin
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
RULE 13A-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Pedro Arnt, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of MercadoLibre, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of registrant’s Board of Directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

May 6, 2021

/s/ Pedro Arnt

Pedro Arnt
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of MercadoLibre, Inc. (the "Company") for the period ended March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Marcos Galperin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Marcos Galperin

Marcos Galperin
President and Chief Executive Officer
(Principal Executive Officer)

May 6, 2021

The foregoing certification is being furnished solely to accompany this report pursuant to 18 U.S.C. 1350, and is not being filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company whether made before or after the date hereof, regardless of any general incorporation language in such filing. A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of MercadoLibre, Inc. (the "Company") for the period ended March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Pedro Arnt, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Pedro Arnt

Pedro Arnt

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)

May 6, 2021

The foregoing certification is being furnished solely to accompany this report pursuant to 18 U.S.C. 1350, and is not being filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company whether made before or after the date hereof, regardless of any general incorporation language in such filing. A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.
