

1st ADDENDUM TO SUPPLY CONTRACT

BETWEEN

EDISOFT – Empresa de Serviços e Desenvolvimento de Software, S.A.

(Hereinafter called "The Contractor")

Public Limited Company duly organized and existing under the laws of Portugal, registered under number 502 035 447 of the Companies' Register of Almada; VAT number 502 035 447, capital stock 1.000.000,00 € entirely paid, having its registered office at Rua Calvet Magalhães, 245, 2770-153 Paço de Arcos, Portugal

Represented by Mr. João António da Costa Araújo, duly empowered to execute this contract.

AND

HANGAR Construções e Serviços LTDA

(Hereinafter called "HANGAR")

Private company duly organized and existing under the laws of the Brazil, registered under number CNPJ/MF n.º 12.680.608/001-93, capital stock R\$2.000.000,00 entirely paid, having its registered office at Av Doutor Freitas, Edif. Marco Center Sala 05, Pedreira – Belém / PA – CEP 66087-810.

Represented by Mr Matheus Bitar de Lima Santiago de Souza, CPF 927.421.732-34, duly empowered to execute this contract.

AND

SOCIAL LOGISTICA E DISTRIBUIÇÃO LTDA.

(Hereinafter called "SOCIAL LOGISTICA")

Private company duly organized and existing under the laws of the Brazil, registered under number CNPJ/MF n.º 28.511.223/0002-13, capital stock R\$ 1.000.000,00 entirely paid, having its registered office at Rua Albino Gulgemim, 199, Sala 308, Barra do Rio – CEP 88.305-230.

Represented by Mr Diogo Cavalcanti Olier, CPF 368.372.898-10, duly empowered to execute this contract.

WHEREAS HANGAR concluded with EDISOFT a Supply Contract dated from 30.06.2020 (hereinafter called the "Contract") for the provision of the A-SMGCS system and the Surface Management Radars.

WHEREAS HANGAR has subcontracted SOCIAL LOGISTICA in order to perform the importation services of the equipment/supplies ordered by HANGAR to EDISOFT (the "Subcontract").

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WHEREAS in the frame of the Subcontract, HANGAR has delegated the payment obligations related to the imported equipment/supplies to SOCIAL LOGISTICA and consequently SOCIAL LOGISTICA shall pay directly the price of the deliveries to EDISOFT.

WHEREAS HANGAR, EDISOFT and SOCIAL LOGISTICA agree on amend the Contract with an Addendum 1 for the modification of point 3.1.2 b) and the inclusion of point 3.1.8 on Article 3.1 – Prices of the Contract.

THE PARTIES AGREED AS FOLLOWS:

ARTICLE 1

The Article 3.1.2 b) will be modified in order to include a different payment schedule and will adopt the following wording:

Payment of the remaining 85% (eighty five percent) of the contract price shall be made according to the following schedule:

- (i) 55% (fifty five percent) of the contract price shall be paid pro rata upon Ex Works Paço de Arcos delivery or upon Ex Works Lystrup, Denmark delivery, whichever happens later, against presentation of commercial invoice (1 original, 2 copies).
- (ii) 15% (fifteen percent) of the contract price shall be paid pro rata upon completion of Site Acceptance Tests (SAT) for the 2 SMR equipment against presentation of commercial invoice (1 original, 2 copies) and copy of SAT protocol. EDISOFT shall not be obliged to provide any support or perform warranty repairs before EDISOFT has received the whole payment due at this stage.
- (iii) 15% (fifteen percent) of the contract price shall be paid pro rata upon completion of Site Acceptance Tests (SAT) for the TopSky Tower system (A-SMGCS) against presentation of commercial invoice (1 original, 2 copies) and copy of SAT protocol. EDISOFT shall not be obliged to provide any support or perform warranty repairs before EDISOFT has received the whole payment due at this stage.

The SAT for the TopSky Tower system (A-SMGCS) identified in point (iii) above shall only start after the reception of the payment of the SAT for the 2 SMR equipment identified in point (ii) above

The payment of the amount identified on point (iii) above shall be affected through an irrevocable letter of credit (L/C) in the same amount, issued by a first-class bank acceptable to EDISOFT and confirmed by a first class Portuguese bank, to be opened in favour of EDISOFT, stating that partial shipments and transshipments are permitted and which shall be payable at sight in the Republic of Portugal against presentation to the confirming bank of the documents mentioned. This Letter of Credit shall be provided as condition for the effective date as described in Article 20 – Contract / Purchase Order Effective Date of Contract.

Should payment not be received within fifteen (15) working days from the due payment date of the commercial invoice, EDISOFT shall be entitled to suspend or stop the works.


ARTICLE 2

The Article 3.1. – Prices of the Agreement will be amended in order to include the following points:

3.1.8 The payments of the amounts identified on point 3.1.2 will be made directly by SOCIAL LOGÍSTICA to EDISOFT in name and on behalf of HANGAR, which is responsible for the payments and to provide the it's respective warranties.


In witness whereof, each Party represents and warrants it has full authorization in conformity with all applicable laws to enter into this ADDENDUM.

~~Edisoft - Empresa de Serviços e Desenvolvimento de Software, S.A.~~
Desenvolvimento de Software, S.A.

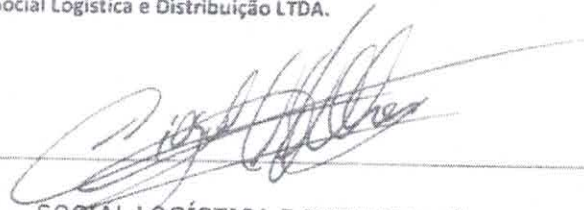


26/8/20

Hangar Construções e Serviços LTDA

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Social Logística e Distribuição LTDA.



SOCIAL LOGÍSTICA E DISTRIBUIÇÃO LTDA
CNPJ: 28.511.223/0002-13