

3rd 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" or "Buyer")

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" or "Importer of Record")

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 Gulgemin, 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 (the "Equipment/Supplies").

WHEREAS has ordered the Equipment/Supplies to SOCIAL LOGISTICA which assumed the responsibility to import, clear customs and remit payment to EDISOFT under the same terms and conditions of the Contract.

WHEREAS SOCIAL LOGISTICA performed the importation of the Equipment/Supplies ordered by HANGAR in accordance with Brazilian customs regulations in the modality of importation by order or on behalf of, as the case may be.

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WHEREAS as Importer of Record of the equipment supplied by EDISOFT, SOCIAL LOGISTICA is responsible and must pay the price of the Equipment/Supplies to EDISOFT.

WHEREAS HANGAR, as the Buyer, and in accordance with the Contract, is primarily responsible that the price under the Contract be ultimately remitted to EDISOFT in consideration for the purchase of Equipment/Supplies, regardless of the contractual arrangement between HANGAR and SOCIAL LOGISTICA.

WHEREAS HANGAR, EDISOFT and SOCIAL LOGISTICA signed two Addendums to the Supply Contract on, respectively, August 26th, 2020 and December 3rd, 2020 regarding the payment conditions.

WHEREAS EDISOFT has not yet received payment from SOCIAL LOGISTICA and HANGAR, the Parties have agreed on amending the Contract with an Addendum 3 for the modification of Articles 3.1.2 and 3.1.8.

THE PARTIES AGREED AS FOLLOWS:

ARTICLE 1

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

- a) 20% (twenty percent) of the contract price shall be paid as down payment by direct bank transfer within 15 (fifteen) calendar days from signature of the contract by both parties against presentation of commercial invoice. EDISOFT shall not be obliged to perform any obligation of the contract before having received the full down payment.
- b) Payment of the remaining 80% (eighty percent) of the contract price shall be made according to the following schedule:
 - (i) 42% (forty two 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) 20% (twenty 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) 18% (eighteen 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 SMR shall only be concluded after the reception of the payment identified on point (i) above.

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

The payments identified on points (ii) and (iii) above shall be made within 30 (thirty) after the respective commercial invoice issuance.

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 3.1.8 will be modified in order to identify the terms on which SOCIAL LOGISTICA will perform its payments obligations to EDISOFT in accordance with Brazilian customs regulations using the funds received from name and on behalf of HANGAR and will adopt the following wording:

- 3.1.8 Except for the payment identified on Article 3.1.2, a), the payment of the amounts identified on Article 3.1.2, b) will be made by SOCIAL LOGISTICA to EDISOFT by order or on behalf of HANGAR, through an escrow agreement. The terms and conditions applicable to the said escrow agreement are detailed on Annex I to the present Addendum.

All funds to be paid by HANGAR to SOCIAL LOGISTICA shall, obligatorily, be fully deposited in an escrow account to be opened by SOCIAL LOGISTICA for the receiving of such funds, pursuant to the conditions and deadlines set forth below ("Escrow Account"), which may be operated exclusively under the terms of this contract and the escrow agreement.

Within 10 (ten) days [of execution of this contract], SOCIAL LOGISTICA shall (i) open the Escrow Account with BANCO DAYCOVAL, S.A., or, if this is not possible, with a financial institution authorized to operate by the Central Bank of Brazil, which shall be previously and expressly approved by EDISOFT, at its sole discretion ("Depository Bank"), and hold and keep it open, together with the Depository Bank, during the whole validity of this contract; and (ii) enter into an escrow agreement with the Depository Bank, on terms and conditions acceptable to and with the intervention of EDISOFT, in order to govern the operation of the Escrow Account, in substance and form similar to the one attached as Annex I to the present Addendum.

The expenses and costs resulting from the opening and maintenance of the Escrow Account and the engagement of the Depository Bank shall be assumed and paid exclusively by HANGAR.

The funds deposited by HANGAR in the Escrow Account shall be used exclusively to make the payments described in point 3.1.2, b) above. In case SOCIAL LOGISTICA applies the funds in a different manner from that set forth in this Addendum, SOCIAL LOGISTICA shall be responsible for indemnifying EDISOFT for all losses and damages, direct or indirect, incurred by EDISOFT as a result of such misuse.

In the same day that HANGAR deposits the funds in the Escrow Account, SOCIAL LOGISTICA hereby expressly and irrevocably authorizes the Depository Bank to immediately enter into a foreign exchange agreement to transfer the funds to EDISOFT. SOCIAL LOGISTICA will make all payments, without withholding or deducting any present or future taxes, penalties, fines, duties, assessments or other governmental charges of any nature, or, in each case, any political subdivision or governmental authority of those jurisdictions having power to tax unless such withholding or deduction is required by Law. If SOCIAL LOGISTICA is required by Law to withhold or deduct any such taxes, SOCIAL LOGISTICA will pay any additional amounts necessary to ensure that EDISOFT receives the same amount as they would have received without such withholding or deduction.

The operation of the Escrow Account shall be conducted exclusively in accordance with the terms and conditions set forth in Annex I to the present Addendum. If it is not possible to adopt the terms and conditions set forth in Annex I to the present Addendum, due to internal operational issues of the

Depository Bank, the Parties shall amend this Addendum, in order to provide the new conditions for the operation of the Escrow Account, entered upon by common agreement between the Parties.

The Escrow Account will not have a credit or debit card related to it, and the amounts deposited therein cannot be invested, unless required by the Depository Bank, due to operational issues, and provided that such investments are of daily liquidity.

In the event of termination or early termination of the contract, it is hereby expressly agreed by SOCIAL LOGISTICA, irrevocably and irreversibly, that any amounts eventually remaining deposited in the Escrow Account shall be immediately transferred by the Depository Bank to EDISOFT. After the aforementioned transfer of funds to EDISOFT, the Escrow Account with the Depository Bank must be closed by SOCIAL LOGISTICA.

HANGAR hereby agrees that the Escrow Account does not represent a release of its duties and responsibilities, particularly regarding the obligation to pay EDISOFT for the Equipment/Supplier under the terms of the Contract. In case the Escrow Account becomes unavailable for any reason, including default, restructuring or bankruptcy of SOCIAL LOGISTICA, HANGAR shall remain liable for any unpaid amounts and must provide an alternative resolution to enable payment to EDISOFT.

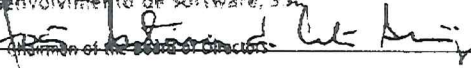
The present transaction does not exclude the other obligations between HANGAR and SOCIAL LOGÍSTICA.

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.

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

Chairman of the Board of Directors

 13/09/2022

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Hangar Construções e Serviços LTDA



Social Logistica e Distribuição LTDA.



ANNEX I
ESCROW AGREEMENT

