

2nd 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 Gulgemin, 199, Sala 308, Barra do Rio – CEP 88.305-230.

Represented by Mr Diogo Cavalcanti Olher, 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 of the equipment/supplies ordered by HANGAR (the "Subcontract").

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 signed a first Addendum to the Supply Contract on August 26th, 2020 regarding the payment conditions.

WHEREAS HANGAR, EDISOFT and SOCIAL LOGISTICA agree on amend the Contract with an Addendum 2 for the modification of point 3.1.2.

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) 60% (sixty 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.

The Site Acceptance Tests (SAT) for the 2 SMR shall only start after reception of the payment of the equipment delivery identified in 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.

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.

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.
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03.12.20 _____

Hangar Construções e Serviços LTDA

Social Logística e Distribuição LTDA.
