

**TRANSPORT CONTRACT ADDENDUM NO. 3  
VENDOR AGREEMENT**

This Addendum to Transport Agreement of **July 23, 2019** between **EXA, S.A.** (hereinafter called "Operator") and Hapag-Lloyd AG (hereinafter called "Client") is effective **July, 23, 2024**.

This Addendum upon complete execution by both parties will complement and/or supersede any previous agreements between Operator and Client.

**Whereby the following is mutually agreed:**

**1) Compliance Clause**

To insert clause Twenty-First to the main contract as follows

**TWENTY-FIRST: COMPLIANCE** - In connection with this Contract, neither Party, including its Affiliate(s), has or will directly or indirectly give, offer, promise or authorize the giving of anything of value to the other Party, its employees, customers or their employees, current or former Government Official or Employee, or other party whether affiliated with a Government or Government Entity, or private entity with the corrupt intent to obtain or retain any business, or secure an unfair business advantage in violation of applicable anti-bribery and / or anti-corruption laws.

The Supplier agrees and confirms that Supplier or any of its Affiliates has not and will not provide any business courtesy and / or anything of value for personal benefit, including but not limited to gifts, meals, entertainment, travel and money or equivalents, to any employee of HL and / or their associated persons unless it was confirmed in writing by the Compliance Department of HL in advance that such benefit is in line with applicable compliance rules and regulations.

The Supplier agrees and confirms that the Supplier and / or any of its Affiliate has complied with and will comply with all applicable embargo and sanctions laws and regulations in connection to the business dealings with HL.

During the Term of this Contract, the Supplier and its Affiliate(s) shall make and keep books, records, and accounts pertaining to the Contract which, in reasonable detail, accurately and fairly reflect the transactions and expenditures of the Supplier and / or its Affiliate(s) in connection with the Contract and that allow the transactions and expenditures to be identified as having been incurred in relation to HL. The term "reasonable detail" means such level of detail as would satisfy prudent officials in the conduct of their own affairs.

**2) TRANSPORT AGREEMENT FOUR YEARS CONTRACT EXTENSION**

To replace the SEVENTH clause as follows

**SEVENTH: TERM** - Transport Agreement shall be effective for a four (4) year term, commencing July 23, 2019.

After completion of the aforementioned four (4) year term, the contract shall renew automatically for an additional year, unless any of the parties gives the other written notice of its intention not to renew the agreement 90days in advance of the completion of the four year term.

Transport Agreement will be extended for a three (3) year term, commencing July 23, 2024.  
After completion of the aforementioned three (3) year term, the contract shall renew automatically for an additional year, unless any of the parties gives the other written notice of its intention not

  
March 4, 2024

to renew the agreement. The notice shall be sent 90 days in advance of the completion of the four-year term.

If automatically renewed pursuant to the above paragraph, the agreement shall continue to exist thereafter indefinitely until any of the parties gives the other notice of its intention to terminate the agreement. Such notice of termination may be sent by any of the parties, at any time, with 60 days in advance of the date of effective termination

### **3) EXHIBIT F CONVENANTS (CHANGE EFFECTIVE AUG 1, 2024)**

#### **EXHIBIT F, ADDITIONAL CONVENANTS**

##### **ROAD TOLLS.**

Existing tolls will be recognized through three compensative adjustments of 1.4% each, applied to all trucking base rates on all routes. The first adjustment effective August 1<sup>st</sup>, 2024, the second one Feb 1<sup>st</sup>, 2025, and the third one Aug 1<sup>st</sup>, 2025

Future tolls or other newly imposed Government charges to be reviewed by both parties on a case by case basis in order for line to charge these to exporters and importers before acceptance.

##### **CREDIT NOTES:**

Vendor has agreed to issue a loyalty bonus and sing in bonus to client via credit notes and for the duration of this agreement.

##### **2.6 % LOYALTY BONUS.**

The loyalty bonus is for a percentage of the total sum of yearly invoicing by vendor to client and subject to the following conditions:

- a. 100% of Honduras Carrier Haulage volumes is handle by EXA (Excludes carousel moves)
- b. Payments from client are received within 30 days of invoice.
- c. Total invoiced over a 12-month period is over \$ 3,600,000.00 (HL Honduras Inland carrier) from Aug one year through July of the next year..

The amount to be paid by vendor will be calculated as follows:

- a. 2.6% total annual Honduran inland trucking service billed by EXA, related to this agreement, and paid by Hapag-Lloyd AG to EXA, each 12-month period from Aug one year through July of the next year.
- b. The amount of the credit from the previous year, will be calculated and notified, in the fourth week of August of each year, divided by 12 and given through monthly credit notes over the next 12 months while the contract is in effect.

##### **USD \$500,000 SIGNING BONUS**

Operator will pay a sign in bonus, effective upon signing and payable as follows:

- a) USD \$140,000 to be paid within the next 30 calendar days of signing this addendum;
- b) USD\$180,000 to be paid on August 1<sup>st</sup> 2025 and another USD\$180,000 on August 1<sup>st</sup> 2026, as long as the total invoices for the services rendered by the Operator to the Client during the previous 12 months of the each payment date add at least USD \$2,900,000
  - i. In the event the total invoices during the previous 12 months of the each payment date are lower than USD \$2,900,000 then the Client shall return part of the USD S\$180,000 proportionally, based on the USD \$2,900,000 limit minus the actual

  
March 4, 2024

**Add No 3 – Extension, bonuses, Compliance Clause & rate reviews**  
**Transport Contract EXA - HL**

invoiced amount divided over the USD \$2,900,000. The limit amount to be returned is USD \$180,000


ii. Calculation Example:

<b>Target vs Actual</b>	<b>\$2,900,000 - \$2,700,000 = \$200,000</b>
<b>Difference divided Target</b>	<b>\$200,000 / \$2,900,000 = 6.9%</b>
<b>To be returned to Operator</b>	<b>6.9% x \$120,000 = \$8,280</b>

### 3. ADJUSTMENTS IN SPECIFIC RATES AND CHARGES EFFECTIVE AUG 1<sup>ST</sup>, 2024

3.1. The “Cotización de Cargos adicionales” present in the “Exhibit A – Inland Rates” shall be updated as follows:

#	Activity	Code W/O	Price	Price & Remarks	Additional Information
1	<b>Fuel Surcharge FS</b> Included in the Base Rate (Yes/No)	BUSC	Valuation	No. HL Determines FS monthly, according to the market (diesel). Same is added as an additional in Work Orders. See Addendum 2 March 31, 2022	
2	<b>Customs Fee</b> Cross Border	CUST	\$120.00	\$120 DTI SVAQJ to HNSAP	
3	<b>Hazardous cargo</b>	DGSC	\$47.00	\$47 dangerous good surcharge per cont.	
4	<b>DROP &amp; PICK</b>	DROP	Valuation	On a case basis. Evaluation per case.	
5	<b>Change of Destination</b> Detour	DTOU	Valuation	On a case basis. Evaluated per case and route distance. When customer's address is registered for a location but physically is at a different location or at longer distance, and the agreed rate does not cover, the rate differential under DTOU.	
6	<b>Multistop</b>	MSSC	\$75.00	\$75 per cont. per stop. Customer has different plants/door addresses for loading (export) and off loading (import). Standard waiting time applies, distributed between or among the stops: if sum of waiting time of the stops exceeds standard waiting time, additional cost applies. For customers with waiting time exceptions, waiting time also distributed. If sum exceeds exception, additional cost applies. See Waiting Time Free time Customer's Premises WAIT	
7	<b>Bond Fee</b> (Afianzado Almacén Fiscal)	MSSC	\$89.00	<u>Stops at Free Zone or Bonded Warehouse</u> \$89 per container per stop if cargo to or with a stop at a Free Zone or Bonded Warehouse (Free Zone same as Zona Libre and Bonded Warehouse same Almacén Fiscal). The \$89 includes 24 hours waiting period at the location. Likely Free Zone locations: CORANORTE (Choloma, HNCHO), LA MESA (San Pedro Sula, HNSAP), TONCONTIN (Tegucigalpa, HNTGU). If after free zone, trucking to customer's final door location, at final door applies the Standard waiting time. See Waiting Time Free time Customer's Premises WAIT	
8	<b>Chassis Regular</b> 2 axes	N/A	N/A	Included in base rate for transport and free time.	
9	<b>Reefer</b> Additional	N/A	N/A	An additional fee to the rate of the dry box to obtain the base rate of a reefer. Varies per location, trucking transit time trip. ***Not a surcharge in WO. In pricing WO, it is the dry rate plus an additional for the base rate of reefer, transport rate.	
10	<b>Reefer Costs</b>	RECO	N/A	Additional fuel for the genset after consumption of the fuel guaranteed in the reefer base rate. Either because customer requests extra fuel or the guaranteed fuel for the transport was consumed at customer's premises. Cost per gallon according to the rate of purchase of fuel of the day plus 10% of administrative fee.	

  
 March 4, 2024

Add No 3 – Extension, bonuses, Compliance Clause & rate reviews  
Transport Contract EXA - HL

#	Activity	Code WO	Price	Price & Remarks	Additional Information
11	Waiting Time Free time Customer's Premises	WAIT	N/A	6 hours standard waiting time	
12	Waiting Time with 2 axes chassis	WAIT	\$89.00	6 hours Truck, Driver and/or chassis free wait time at customer's premises. \$ 89/day or partial (Truck, driver and/or chassis) after free time. Excludes Genset.	Breakdown of charges: \$62/Day waiting time Truck and Driver \$27/Day chassis 2 axes. **If reefer see Genset Usage Time
13	Waiting Time with 3 axes chassis	WAIT	\$104.00	6 hours Truck, Driver and/or chassis free wait time at customer's premises. \$104/day or partial (Truck, driver and/or chassis) after free time. Excludes Genset.	Breakdown of charges: \$62/Day waiting time Truck and Driver \$42/Day chassis 3 axes. **If reefer see Genset Usage Time
14	Genset Usage Free Time	WAIT	\$47.00	Genset usage included in reefer base rate. Free time 6 hours at customer premises. Thereafter \$47/day or fraction of for genset usage, does not include fuel. \$4/hour of operation for M&R.	
15	Dry Chassis Triaxle (CHSC OWS)	CHSC	\$135.00	\$135 per triaxle per cont per trip overweight (OWS). For waiting time see WAIT. See Weight Limit & Over Weight Limit.	
16	Reefer Chassis Triaxle (CHSC OWS)	CHSC	\$160.00	\$160 per triaxle per cont per trip overweight (OWS). For waiting time see WAIT. See Weight Limit & Over Weight Limit.	
17	Weight Limit	20' Dry	N/A	Max. 23.50 MT payload. Triaxle CHSC not required, OWS not applicable.	Payload is cargo weight only, excludes equipment tare weight.
18	Weight Limit	40' Dry	N/A	Max. 22.00 MT payload. Triaxle CHSC not required, OWS not applicable.	Payload is cargo weight only, excludes equipment tare weight.
19	Weight Limit	20' Reefer	N/A	Max. 20.00 MT payload. Triaxle CHSC not required, OWS not applicable.	Payload is cargo weight only, excludes equipment tare weight.
20	Weight Limit	40' Reefer	N/A	Max. 20.00 MT payload. Triaxle CHSC not required, OWS not applicable.	Payload is cargo weight only, excludes equipment tare weight.
21	Over Weight Limit (CHSC OWS)	20' Dry	\$135.00	Payload greater than 23.5 MT but up to 26.5 MT. Triaxle CHSC required, OWS. Greater than 26.5 MT not allowed.	Payload is cargo weight only, excludes equipment tare weight.
22	Over Weight Limit (CHSC OWS)	40' Dry	\$135.00	Payload greater than 22 MT but up to 25 MT. Triaxle CHSC required, OWS. Greater than 25 MT not allowed.	Payload is cargo weight only, excludes equipment tare weight.
23	Over Weight Limit (CHSC OWS)	20' Reefer	\$160.00	Payload greater than 20 MT but up to 24 MT. Triaxle CHSC required, OWS. Greater than 24 MT not allowed.	Payload is cargo weight only, excludes equipment tare weight.
24	Over Weight Limit (CHSC OWS)	40' Reefer	\$160.00	Payload greater than 20 MT but up to 24 MT. Triaxle CHSC required, OWS. Greater than 24 MT not allowed.	Payload is cargo weight only, excludes equipment tare weight.

3.2 \$2 per RT additional adjustment on San Pedro Sula and Puerto Cortes lanes.

Impacting the following items of EXHIBIT A INLAND ROUTES.

3.2. Cotización de rutas, carga seca.

The lane HNCHO-HNPCO, will be modified to USD 183.00 per move. (import and export)

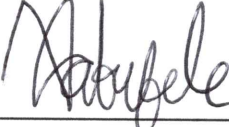
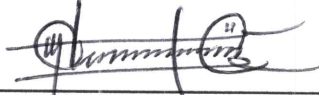
The lane HNSAP-HNPCO, will be modified to USD 223.00 per move. (import and export)

All other terms and conditions as stated on the Transport Agreement and its addenda, and not referred to in this addendum will remain in full force and effect; in the event of any conflict or inconsistency between the Transport Agreement and/or its addenda, and the terms of this addendum, the terms of this addendum shall govern and control.


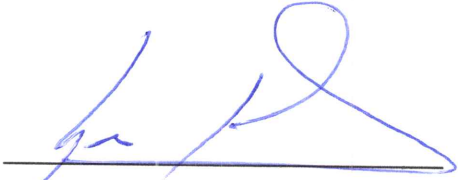
**IN WITNESS WHEREOF**, the Parties hereto have caused this addendum to the Agreement to be duly executed by their respective representative thereto duly authorized, on Jan 31st, 2024 in two originals.

*Handwritten signature*  
March 4, 2024

On behalf of the Operator

<b>EXA, S.A.</b>    Name: <u>Xavier Abufele</u> Title: <u>General Manager</u> Date: <u>March 4, 2024</u>	<b>EXA, S.A.</b>    Name: <u>David Molina</u> Title: <u>Systems and process Manager</u> Date: <u>March 4, 2024</u>
---	--

On behalf of the Client

<b>HAPAG-LLOYD AMERICA LLC, as Agent of Hapag-Lloyd AG</b>    Name: <u>Torbjorn Stigson</u> Title: <u>SVP Area Caribe</u> Date: <u>April 10/2024</u>	<b>As Witness</b>    Name: <u>Sergio Hurtado Olavarria</u> Title: <u>SVP Operations Hapag-Lloyd RLA</u> Date: _____
--	--