



Equipment Acquisition Contract for Enteric Gas Measurement - Greenfeed® (CPI 001/2024)

FIRST PARTY: The Associação para a Investigação e Inovação em Nutrição e Alimentação Animal, hereinafter referred to as FeedInov CoLAB, represented by José Romão Leite Braz and Olga Mafalda Salvador Conde Moreira, acting respectively as President and Vice President of the Board of Directors of FeedInov CoLAB, a legal entity with the tax number 515 747 955, headquartered at the Estação Zootécnica Nacional, Rua Professor Doutor Vaz Portugal, Vale de Santarém, parish of Vale de Santarém, municipality of Santarém, under the powers provided in the statutes of the said entity.

SECOND PARTY: Thomas Zimmerman, residing at 1350 Concourse Dr, Rapid City, South Dakota 57703, United States of America, holder of a United States passport with number 480636080, in his capacity as the legal representative of C-Lock Inc., headquartered at 1350 Concourse Dr, Rapid City, South Dakota 57703, United States of America, with tax id 61-148697, duly authorized as evidenced by the attached documents.

AWARD RESOLUTION: By decision on August 20 of the current year, the purchase of the Greenfeed® equipment was awarded to the second party, and the draft of this contract was approved.

INDIVIDUALIZED CONTRACT OBJECTIVE: The purchase of the mentioned equipment, to be supplied by the second party according to the determined in the tender specifications and the budget proposal submitted, will be made for a maximum amount of €115,000.00 (one hundred and fifteen thousand euros), plus VAT at the applicable legal rate. The mentioned price includes all costs, charges, and expenses not expressly attributed to the first party, including





accommodation, meals, and transportation expenses for their personnel, as well as any charges arising from the use of registered trademarks, patents, or licenses, as per the proposal of the second party, attached.

DELIVERY DEADLINE FOR THE EQUIPMENT: The equipment delivery timeline will be agreed upon, after the contract is signed.

PAYMENT METHOD AND SCHEDULE: Payment to the second party will be made in two installments: 20% of the amount upon awarding, and the remaining 80% on the shipment date of the equipment.

Payment will be made via bank transfer to the provided SWIFT, following the issuance and submission of the invoice.

CONTRACT MANAGER: The first party appoints Director Ana Sofia Gonçalves Santos, holder of CC 10804619 2ZW2, valid until 10-11-2029, residing at Quinta dos Engenheiro, Rua dos Barrocos nº 1130, 5000-773 Vila Real, under Article 290 of the CCP.

The second party stated that they accept this contract as outlined above, committing themselves to its full compliance.

The documents required under subparagraphs b), d), e), and h) of Article 55 of the Public Contracts Code approved by Decree-Law no. 18/2008, of January 29, were presented with due considerations regarding the fact that the second party is not headquartered in national territory.



The following documents are attached:

- a) Tender Specifications;
- b) Awarded Proposal;
- c) Certification documents:
 - i)- Solemn declaration issued in English that: the representative of the second party has authority for this purpose; neither the second party nor its representative have been convicted by any Court in the United States of America for any criminal acts, nor is there any such pending action; and they have no debt to the United States Government. This declaration is valid until October 26, 2028;
 - ii)— Declaration issued in English certifying the accuracy of the previous statement, notarized, valid until October 26, 2028;
 - iii) Portuguese translation of the declaration in i);
 - iv) Portuguese translation of the declaration in ii).

FIRST PARTY:

José Romão Leite Braz - President

Olga Mafalda Salvador Conde Moreira - Vice-President

SECOND PARTY:

JEFFREY A LIVENGOOD
NOTARY PUBLIC SEAL SOUTH DAKOTA

Thomas Zimmerman - Chief Technical Officer