

AMENDMENTS No1
to the RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS)
CONSULTANCY SERVICES AGREEMENT dated 20 January 2021

Agreement registration No.	1.19/LV-2021-2
Procurement procedure No.	RBR 2020/12

These Amendments are entered into in Riga, on the date indicated on the timestamp of the last signature of these Amendments, by and between:

RB Rail AS, a joint-stock company registered in the Latvian Commercial Register registration No 40103845025, having its registered address at Satekles iela 2B, Riga, LV-1050, Latvia ("Principal"), represented by Chairperson of the Management Board Agnis Driksna acting on the basis of the Regulations on Representation Rights dated 17 May 2021, on the one side,

and

RINA CONSULTING S.P.A., a joint stock company organized and existing under Italian law, registration number with 03476550102, having its registered address at Via Antonio Cecchi, 6, PC 16129 Genova, Italia ("Contractor"), represented by the Chief Executive Officer Roberto Carpaneto acting on the basis of the powers conferred upon him by the resolution of the Board of Directors on 25 May 2020, on the other side.

The Company and the Contractor are jointly referred to as "Parties", and each separately – "Party",

WHEREAS

- (A) according to the Section 61, Paragraph three, Clause 1 of the Public Procurement Law substantial amendments to the procurement agreement are permitted if the procurement procedure documents and the procurement procedure contract clearly and unequivocally provides for a possibility of amendments, the cases when amendments are permissible, the scope and essence of amendments. Such provisions of amendments may refer to the revision of the contract price, exercise of the use of options, and also other aspects of the performance of the procurement contracts;
- (B) according to the Clause 2.2. of the RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES AGREEMENT, dated 20 January 2021 ("Principal Agreement"), the option for the Principal to request additional scope of services is foreseen within the Principal Agreement, provided that the value of such additional services may not exceed 50% of the Fee amount;
- (C) during the implementation of the Principal Agreement the Principal requires additional scope of Services and therefore the Parties agree on the provision of the terms stipulated herein;
- (D) the Parties have agreed that the additional cost and expenses for the additional services shall not exceed EUR 152 400.00 (excluding VAT), which is less than 50% of the Fee prescribed under the Principal Agreement;

NOW, THEREFORE, the Parties hereby enter into these amendments ("Amendments") to the Principal Agreement on the following terms and conditions:

1. In addition to the Services provided under the Principal Agreement, the Contractor shall provide additional scope of Services as further described in *Annex 3: Contractors Proposal* of the Amendments ("Additional scope of Services").
2. The Contractor shall provide the Additional scope of Services in accordance with the *Annex 1: Additional scope of Services, Annex 3: Contractors Proposal* and the general provisions of the Principal Agreement.
3. The Principal undertakes to pay a fee for Additional scope of Services in the total amount of EUR 152 400 (excluding VAT) ("Fee"). The Fee shall be paid in accordance with the *Annex 2: Fee and Payment Schedule* and in compliance with the terms of the Principal Agreement.

4. The Fee constitutes fair consideration for the Additional scope of Services, and each Party waives its right to claim cancellation of these Amendments due to excessive loss incurred by such Party.
5. The provisions of the Principal Agreement, including with respect to the delivery and acceptance of the Services, shall apply to these Amendments and the provision of the Additional scope of Services to the extent not otherwise provided herein. The provisions of the Principal Agreement, which have not been amended, supplemented, or changed according to these Amendments shall remain in force in the wording as of the moment of conclusion of the Principal Agreement.
6. From the conclusion of these Amendments, it shall become an integral part of the Principal Agreement.
7. The Amendments shall enter into force on the day when mutually signed by both Parties and shall remain valid until it is fully implemented.
8. All terms and definitions used in these Amendments shall have the same meaning as the same terms and definitions used in the Principal Agreement unless otherwise specified herein.
9. The Amendments are concluded in two (2) equal copies on two (2) pages, one for each Party.
10. Signatures of the Parties:

Principal

RB Rail AS

Marc Phillippe El Beze
Management Board Member
RB Rail AS

Contractor

RINA CONSULTING S.P.A.

Roberto Carpaneto
CEO

THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A QUALIFIED ELECTRONIC SIGNATURE
AND CONTAINS TIME SEAL