

AMENDMENT No. 2
TO THE FRAMEWORK AGREEMENT
FOR THE PROVISION OF LEGAL SERVICES

Riga 25 February 2022

Agreement registration No.	1.19/LV-13-2
Procurement procedure No.	RBR 2019/22

RB Rail AS, a joint-stock company registered in the Latvian Commercial Register, uniform registration No 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the “**Client**”), 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

ZAB Eversheds Sutherland Bitāns SIA, a limited liability company registered in the Latvian Commercial Register, uniform registration No 40203329751, legal address at Lāčplēša iela 20a-9, Riga, LV-1011, Latvia, Law Office “**Eversheds Sutherland & Ots**”, registration number 10639559 and Law Office “**Eversheds Saladzius**”, taxpayer’s registration number LT 10000049016, a partnership organized and existing under the Partnership Agreement, dated 19 February 2020 (the “**Service Provider**”), represented by **ZAB Eversheds Sutherland Bitāns SIA**, represented by Member of the Board Māris Vainovskis, acting on the basis of statutes and the Partnership Agreement, on the other side,

who are collectively referred to as the “**Parties**” and separately – as “**Party**”.

WHEREAS:

- (A) based on the results of the Client’s organized procurement procedure for “**Legal Services**”, procurement procedure No RBR 2019/22 (“**Procurement procedure**”) the Client and the Service Provider have entered into FRAMEWORK AGREEMENT FOR THE PROVISION OF LEGAL SERVICES No1.19/LV-13-2, dated 2 March 2020 (“**Framework Agreement**”);
- (B) the maximum Framework Agreement amount is not reached and it is important for the Client to continue receiving on-demand Legal Services due to the complexity of the Rail Baltica project;
- (C) the Parties wish to apply non-substantial amendments to the Agreement which do not change the nature of the Agreement;
- (D) according to Section 61, Paragraph 1, Clause 1 of the Public Procurement Law of the Republic of Latvia, amendments to the procurement agreement are permitted if they do not change the nature of the procurement agreement (type and purpose specified in the procurement documents) and if they are non-substantial;

NOW, THEREFORE, the Parties hereby enter into this amendment No.2 to the Framework Agreement (“**Amendment**”) on the following terms and conditions:

1. The Parties agree to amend Clause 2.4. of the Agreement and express it in the following wording:
“2.4. The Agreement period is 30 (thirty) months starting from the Commencement date. The day of signing of the Agreement means the Commencement date. Considering that the Agreement has been signed by representatives of both Parties via a secure digital signature, the day of signing of the Agreement is considered as the date when the specific electronic file containing the Agreement has been duly signed with a secure digital signature by all required representatives of both Parties (i.e., the timestamp of the last digital signature required to enter into this Agreement shall be used as signing date).”
2. From the moment of the conclusion of this Amendment, it shall become an integral part of the Framework Agreement.
3. The Amendment shall enter into force on the day when it is mutually signed by both Parties and shall remain valid throughout the term of the Framework Agreement. The day of signing the Amendment is considered as the date when the specific electronic file containing the Amendment has been duly signed with a secure digital signature by all required representatives of both Parties (i.e., the timestamp of the last digital signature required to enter into this Amendment shall be used as signing date).
4. All terms and definitions used in this Amendment shall have the same meaning as the same terms and definitions used in the Framework Agreement unless provided otherwise herein.
5. The Amendment is executed as an electronic document.

6. Signatures of the Parties:

On behalf of the Client

On behalf of the Service Provider

Agnis Driksna
Chairperson of the Management Board

Māris Vainovskis
Member of the Board

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A SAFE ELECTRONIC SIGNATURE
AND CONTAINS A TIME STAMP*