

**AMENDMENT No.1**  
TO THE FRAMEWORK AGREEMENT  
FOR THE PROVISION OF LEGAL SERVICES

Riga 28 October 2021

Agreement registration No. 1.19/LV-13-1

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 K.Valdemāra iela 8-7, Riga, LV 1010, Latvia ("**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

**Sorainen ZAB SIA**, a limited liability company registered in the Latvian Commercial Register, uniform registration No 50203349641, legal address at Kr. Valdemāra iela 21, Riga, LV-1010, ("**Service Provider**"), represented by Chairperson of the Management Board Eva Berlaus, acting on the basis of Articles of Association, 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**") RB Rail AS and the Service Provider have entered into FRAMEWORK AGREEMENT FOR THE PROVISION OF LEGAL SERVICES No1.19/LV-13-1 ("**Framework Agreement**");
- (B) according to the amendments to the Advocacy Law of the Republic of Latvia ("**Law**"), in particular amendments to Section 116, adopted on 18 February 2021 and entering into force from 16 March 2021, a sworn advocate's office shall be formed as a partnership or limited liability company and shall be registered in the Commercial Register in accordance with the procedures specified in the Commercial Law;
- (C) following Clause 13 of the transitional provisions of the Law, within six months after the amendments to Section 116 of this Law come into force, which provide that sworn advocate's offices are formed as partnerships or limited liability companies and registered in the Commercial Register, submit an application to the Commercial Register in compliance with the requirements of this Law. A sworn advocate's office registered in the Commercial Register is the successor of the rights and obligations of the sworn advocate's office which was established before the date when the amendments to Section 116 of the Law entered into force (i.e. 16 March 2021);
- (D) in compliance with the above-mentioned amendments to the Law and following the Clause 13 of the transitional provisions of the Law **Sorainen ZAB SIA**, a limited liability company registered in the Latvian Commercial Register, uniform registration No 50203349641, legal address at Kr. Valdemāra iela 21, Riga, LV-1010, sworn advocate's office has been registered in the Commercial Register and is the successor of the rights and obligations of **Law office "Sorainen"**, taxpayer's registration number 90002573483;
- (E) according to Section 61, Paragraph one, 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.1 to the Framework Agreement ("**Amendment**") on the following terms and conditions:

1. The Parties acknowledge and consent that **Sorainen ZAB SIA**, a limited liability company registered in the Latvian Commercial Register, uniform registration No 50203349641, legal address at Kr. Valdemāra iela 21, Riga, LV-1010, is the successor of the rights and obligations of **Law office "Sorainen"**, taxpayer's registration number 90002573483, as of the date of registration in the Commercial Register, i.e. 29 September 2021, and

as such has replaced it as a part of the Service Provider within the scope of the Framework Agreement as of 29 September 2021.

2. Amend Clause 6.2. of the Framework Agreement and express it in the following wording:

*"6.2. Invoices should be sent to the e-mail [invoices@railbaltica.org](mailto:invoices@railbaltica.org) and should include the following details about the Agreement: Agreement number 1.19/LV-13-1, the Assignment Order number [●] and name of the contact person [●]. The Parties agree that in accordance with the Law on Accounting and Value Added Tax Law of the Republic of Latvia the invoices may be issued without the requisite "signature"."*

3. Amend Clause 20.8. of the Framework Agreement and express it in the following wording:

*"20.8. The authorised representative of the Client for Agreement fulfilment issues is [●], e-mail [●], phone [●]. The Principal has established a dedicated e-mail Framework.Agreements@railbaltica.org for the purpose of Assignment allocation according to Section 3 of the Agreement and fulfillment related matters."*

4. From the conclusion of this Amendment it shall become an integral part of the Framework Agreement.
5. 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.
6. 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.
7. The Amendment is executed as an electronic document.
8. Signatures of the Parties:

**On behalf of the Client**

**On behalf of the Service Provider**

\_\_\_\_\_

Agnis Driksna

Chairperson of the Management Board

\_\_\_\_\_

Eva Berlaus

Chairperson of the Management Board

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