

AGREEMENT AMENDMENTS NOTICE NO 4

Reg.No. 1.19/LV-2021-76-4

AGREEMENT AMENDMENTS NOTICE NO 4	
Regarding the Variation No 4 in respect of additional services	
AGREEMENT:	Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment No 1.19/LV-2021-76 dated 18 January 2022
AGREEMENT PARTIES:	<ol style="list-style-type: none"> 1. RB Rail AS a joint-stock company duly incorporated and operating under the laws of the Republic of Latvia, registration number 40103845025, registered address: Satekles street 2B, Riga, LV-1050, Latvia (hereinafter – the Client), 2. A partnership consisting of: <ul style="list-style-type: none"> - SYSTRA, a company organized and existing under the laws of France having its registered office at 72-76, rue Henry Farman; 75015 Paris; France, registered with the Registrar of Paris under number 387 949 530 - ITALFERR S.P.A. - Ferrovie dello Stato Italiane Group, a company with a sole shareholder subject to direction and coordination of Ferrovie dello Stato Italiane S.p.A., with registered office in Via Vito Giuseppe Galati no. 71, organized under the law of Italy, Fiscal Code N. 06770620588 - EGIS RAIL SA, , a company organized and existing under the laws of France, having its registered office at 168-170, Avenue Thiers, 69006 Lyon, registered with the registrar of Lyon under number 968 502 559 <p>represented by the Leader of the Joint Venture SYSTRA, represented for the purpose herein by [●] (hereinafter, the "Consultant").</p>
DESCRIPTION OF THE AMENDMENTS:	<ol style="list-style-type: none"> 1. The Parties have entered into Agreement "Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment" No 1.19/LV-2021-76 dated 18 January 2022 (hereinafter – Agreement). 2. Based on the Clients request, the Consultant has submitted its proposal for additional services for Integration management (ID No CCS-SIE-RBR-2024-00031 dated 27 February 2024), that includes the additional services in respect of interface management (hereinafter – the Proposal). 3. The Parties have agreed to conclude the Variation in respect of Additional Services of interface management for the Phase 1 (Preparatory phase) in

	line with the Agreement requirements in the total amount of EUR 120 000,00 EUR without VAT.
AMENDMENT OF THE AGREEMENT:	<p>The Agreement shall be amended as follows:</p> <ol style="list-style-type: none"> 1. The Consultant shall provide to the Client additional services of interface management (hereinafter - the Additional Services) for the Phase 1 (Preparatory phase) in line with the Agreement requirements, Technical task and the daily rates included in Appendix 3 [Remuneration and Payment] of the Agreement and Annex 1 of the Consultant's Proposal. For the purpose of clarity, the Parties agree that the Consultant's Proposal serves only as the basis to be used to determine the daily rates of the Consultant's involved personnel for providing Additional services, which correspond to the Variation/Optional scope expert daily rates included in Appendix 3 [Remuneration and Payment] of the Agreement. The Client shall order Additional services in the total amount as set in Clause 2 of this Agreement Amendment Notice. 2. The Parties agree that the total amount of Additional Services is EUR 120 000 (one hundred twenty thousand euros, 0 cents), (without VAT). 3. The Additional Services shall be provided on a monthly basis and paid after completion based on Client's approved timesheets. The Parties agree that the period of provision of the Additional Services is envisaged till 31 December 2024, considering the indicated deadlines set in Technical task. 4. As a result of the Additional Services, the Agreement Price for Preparatory phase (Phase 1 services) set in the Clause 10 a) of Form of Agreement and Appendix 3 [Remuneration and Payment] has been agreed to increase by EUR 120 000,00 and thus shall in aggregate be in the amount of EUR 1 881 115,18 (excluding VAT), thus the Clause 10 of Form of Agreement shall be amended and introduced in the new wording as set in Annex 1 of this Agreement Amendment Notice. 5. Technical task for Additional Services (Annex 2 to this Agreement Amendment Notice) shall be added as an annex to the Appendix 1 [Scope of Services], thus becoming part of the Appendix 1 [Scope of Services]. This document annexes the existing Appendix 1 [Scope of Services] and does not replace it. All provisions and requirements included in the Appendix 1 [Scope of Services] of the Agreement are applicable to the Additional Services and deliverables included in the Variation No.4, if not directly specified otherwise in this Technical specification for Variation No.4. 6. Other Agreement conditions which are not affected by this notice shall remain unchanged. 7. This notice is entered in in English language. 8. This notice is entered into and governed by and shall be construed and interpreted in accordance with the applicable laws as set-forth in the

	<p>Agreement and any dispute regarding this notice shall be resolved pursuant to the Agreement conditions.</p> <p>9. This notice shall be effective at the time of last electronic signature with time stamp.</p> <p>10. The document is signed by the duly authorized representatives of the Parties.</p> <p>11. By signing this document, the Consultant irrevocably certifies and confirms that this Variation and agreed changes in the Scope of Services and Remuneration has no other impact to the Agreement other than directly agreed in this Variation.</p>
<p>NOTES:</p>	<p>The Consultant's Representative having authority to execute this document shall sign it and return copy to the Client's Representative at the earliest convenience.</p>

Annexes:

1. Annex 1 to the Agreement Amendments Notice No 4.
2. Annex 2 to the Agreement Amendments Notice No 4 – the Technical task.

On behalf of the Client:

[●]

On behalf of the Consultant:

[●]

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

*Annex 1 to the Agreement Amendment notice No 4
Engineering services for preparation, procurement and
supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
Agreement registration No 1.19/LV-2021-76*

1. The Parties agree to amend the Clause 10 of Form of Agreement and introduce in a new wording:
"10. The Agreement Price for performance of all Services under the Agreement is EUR 32 745 980,5 (thirty-two million seven hundred forty - five thousand nine hundred eighty Euros and 50 cents) (excluding VAT), which consists of the following:
 - a. **Preparatory phase** (Phase I services) – **EUR 1 881 115,18 (excluding VAT);**
 - b. **Works implementation phase** (Phase II services) – **EUR 27 927 514 (excluding VAT);**
 - c. **The Client's Reserve** - **EUR 2 937 351,32 (excluding VAT)."**
2. The Parties agree that the Consultant shall provide to the Client additional services for the Phase 1 (Preparatory phase) of the Agreement (hereinafter- Additional Services) in respect of interface management as stipulated in Technical task and in line with the Agreement requirements.
3. The Parties agree that the total amount of Additional Services is 120 000,00 EUR (one hundred twenty thousand euros, 0 cents excluding VAT), excluding VAT.
4. The Additional Services shall be provided on a monthly basis, paid monthly after completion based on Client's approved timesheets in accordance with the Sub-Clause 7.2.1 of Particular Conditions of the Agreement.
5. The Tasks of Additional Services shall be ordered by the Client by sending a Notice to the Consultant. Each Notice shall include (1) description of the Tasks of Additional Services ordered; (2) Time for Completion of the Tasks of Additional Services. The expert dedication for specific task of Additional Services shall be included in the respective timesheet provided by the Consultant and agreed between the parties. In case any deviations between the timesheet agreed and the actual expert dedication during the performance of the Additional Services have occurred, the Consultant submits to the Client the updated timesheet upon completion of the Additional Services. Updated timesheets shall be approved by the Client according to Appendix 1 - Scope of the Services of the Agreement, chapter 3.7. [Resource management], in particular sub-chapters 3.7.6., 3.7.7. and 3.7.8.
6. The Client is under no obligation to use all amount of Additional Services mentioned in Clause 3 of Annex 1 if expert dedication is less than in agreed timesheets.
7. The Parties sign a Deed on Additional Services actually performed in the respective month, which includes filled-in and approved timesheets on the delivered Additional Services in the respective month.
8. The Parties agree that the period for the provision of the Additional Services is till 31 December 2024, considering the indicated deadlines and deliverables set in Technical task.
9. The Client is entitled to suspend all or part of the Additional Services at its sole discretion and for any reason by giving 15 (fifteen) days' Notice to the Consultant. When the Additional Services are suspended under this Clause, the Consultant shall resume the Additional Services or part thereof, as the case may be, within 10 (ten) days' of receipt of Notice from the Client instructing the Consultant to resume the Additional Services of part thereof.
10. The Client is entitled to terminate the Additional Services by giving 15 (fifteen) days' Notice to the Consultant.

11. The Parties agree that the Consultant's involved expert dedication shall be flexible according to the instructions provided by the Client within fitting the total amount of the Additional Service set in Sub-Clause 2 of Annex 1 to the Agreement Amendment notice No 4.
12. The Parties agree that the Client is entitled to extend the Additional Service's provision period, according to the involved expert daily rates included in the Consultant's Proposal by giving 15 (fifteen) days' Notice to the Consultant. In this case the Parties shall conclude additional Amendments to the Agreement.
13. Other Agreement conditions which are not affected by this Annex 1 to the Agreement Amendments shall remain unchanged and the Consultant shall fully comply with the requirements set in Agreement.

On behalf of the Client:

[•]

On behalf of the Consultant:

[•]

Annex 2 to the Agreement Amendment notice No 4
 Engineering services for preparation, procurement and
 supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
 Agreement registration No 1.19/LV-2021-76

TECHNICAL TASK

SUBJECT: Scope of Additional services for CCS Engineer

1. Provision of technical expertise for Interface Management to ensure timely resolution of Interfaces between CCS subsystem and INFRA, ENE and any other design disciplines for Rail Baltica main line and local facilities, including but not limited to the following services:
 - 1.1. Implement, review and approve technical contents of Interface control forms (hereinafter – ICFs) between CCS subsystem represented by CCS Engineer and main line or facility designers responsible for design of International Stations, Regional Stations, Freight and Maintenance Facilities, etc. in all three countries, as well as Interfaces between CCS and ENE subsystems;
 - 1.2. Track ICF resolution progress, analyse RBGP interfaces, report on critical interfaces, propose and implement critical interface resolution;
 - 1.3. Support RBR in resolution of external interfaces, incl. all stakeholders, incl. preparation of required ICFs, technical documentation, communication, preparation of presentations, participation in meetings.

2. Summary of the Deliverables for the Additional Services

New Service Proposal	Deliverables	Deadline
Provision of technical expertise for Interface Management	<ul style="list-style-type: none"> • Implemented, updated, reviewed, approved ICF; • ICF resolution progress report; • Report on critical interfaces; • Other specific technical task or report as agreed by the parties. 	Monthly based or provided as one-off services with the set deadline