

**Translation of the document “Electronic Auction Regulations (ID No. REAL 2026/16)
for the Sale of the BUKA KRB-10M Gantry Crane”**

1. General Provisions

- 1.1. The Auction Regulations (hereinafter – the Regulations) determine the procedure for organizing the sale by auction of movable property owned by limited liability company “LDZ CARGO”, registration No. 40003788421, legal address: Dzirnavu iela 147 k-1, Riga, LV-1050, Latvia (hereinafter – the Seller), namely the **BUKA KRB-10M gantry crane**.
- 1.2. Method of sale – an electronic auction with an ascending bid step, hereinafter – the Auction.
- 1.3. The Auction is organized on the electronic auction website <http://auctioncargo.ldz.lv>, hereinafter – the EAW.
- 1.4. The organizer of the Auction is the Auction Commission established by the Seller, hereinafter – the Commission.
- 1.5. The Auction starts on **25 August 2026 at 10:00**. The bidding period of the Auction ends on **25 August 2026 at 15:00**.
- 1.6. The Seller shall not compensate Auction participants for any expenses and/or losses incurred in connection with preparation for and participation in the Auction.
- 1.7. Personal data of natural persons included in documents related to the Auction shall be processed on the basis of Article 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and Section 25, Paragraph one of the Personal Data Processing Law.

2. Information on the Movable Property

- 2.1. The subject of the Auction is movable property – **the BUKA KRB-10M gantry crane** (hereinafter – the Crane), located on the Seller’s premises at: **Varoņu iela 30, Rezekne, Latvia**.
- 2.2. Technical identification data of the Crane:
 - 2.2.1. Model: KRB – 10M;
 - 2.2.2. Type: BUKA electric crane;
 - 2.2.3. Year of manufacture: 1989;
 - 2.2.4. Manufacturer and installer: Tula factory;
 - 2.2.5. Maximum lifting capacity: 10 tonnes;
 - 2.2.6. Span: 16 m.
- 2.3. Composition and configuration of the Crane: the Crane is sold as one single indivisible unit in its current visual and technical condition, as recorded in the photographs attached as Annex 2 to the Regulations.
- 2.4. The following elements **ARE** included in the Crane and must be dismantled and fully removed by the Buyer:
 - 2.4.1. Metal load-bearing structures (legs, bridge, frame);
 - 2.4.2. Load trolley, ropes, hook mechanism and electric motors;
 - 2.4.3. Operator’s cabin with its internal equipment and control panel;
 - 2.4.4. Crane travel mechanisms and gearboxes;
 - 2.4.5. Reinforced concrete and/or metal counterweights (ballast).
- 2.5. The following items are **NOT** included in the Crane and remain the property of the Seller (the Buyer may not dismantle, damage or remove them):
 - 2.5.1. Rail tracks (rails, sleepers, fastenings, dead-end supports);

- 2.5.2. Power supply lines (cable lines, trolley wires) that provide power supply up to the Crane connection point.
- 2.6. Technical condition of the Crane:
- 2.6.1. The Crane is sold in “as-is” condition. The Seller does not guarantee the technical or functional operability of the Crane or its compliance with safe operation requirements. After the announcement of the Auction results or conclusion of the purchase agreement, the Buyer shall not be entitled to raise any claims against the Seller regarding defects, wear and tear, or missing parts of the Property.
- 2.6.2. The statutory period for technical inspection and maintenance of the Crane has fully expired. The Crane is not registered as a hazardous equipment item in use, and its further operation without a full certified expert inspection and restoration is prohibited.
- 2.6.3. By participating in the Auction, the Buyer confirms that it has inspected the Crane on site, fully understands its technical condition, and is aware of the scope, complexity and related risks of the dismantling works.
- 2.7. Takeover of waste and by-products:
- 2.7.1. All materials generated during the dismantling of the Crane (including, but not limited to: unusable scrap metal, insulation materials, glass, wooden parts, rubber products, technical oils and lubricants) shall become the property of the Buyer once the purchase price has been paid in full.
- 2.7.2. The Buyer is strictly prohibited from sorting materials on the Seller’s premises with the aim of leaving worthless or difficult-to-dispose-of dismantling waste (for example, concrete blocks or cabin cladding). All dismantling by-products must be removed together with the main structures of the Crane.
- 2.8. Site clean-up: after dismantling and removal of the Crane, the Buyer shall, at its own expense, fully clean up the work area and the adjacent Seller’s premises, restoring them to the condition in which they were before the commencement of the works.
- 2.9. As part of the site clean-up, the Buyer must carry out the following actions:
- 2.9.1. Remove and take away all waste, construction debris, metal shavings, wooden parts, glass and packaging generated during the dismantling process;
- 2.9.2. Fully clear the rail track bed and adjacent area of any dismantling materials and ensure that no objects remain on or between the rails that could interfere with the movement of other technical equipment;
- 2.9.3. If the ground surface has been damaged during dismantling (for example, deep ruts in the soil or damaged asphalt), the Buyer shall be required to level or restore the surface;
- 2.9.4. In the event of leakage of technical fluids (oils, lubricants, fuel), the Buyer shall be required to carry out complete collection, absorption and disposal of the contaminated soil/materials, submitting to the Seller a hazardous waste transfer certificate.
- 2.10. The Crane is not encumbered by rights in rem or obligations.
- 2.11. The Crane may be inspected at its location by prior arrangement with the Seller’s contact person (Clause 9.1.1 of the Regulations) regarding the date and time of inspection.
- 2.12. The Seller shall deliver and the Buyer shall accept the Crane at the location specified in Clause 2.1 of the Regulations.
- 2.13. The Buyer shall be required, within **30 (thirty) calendar days** from the date of payment of the purchase price, to dismantle and remove the Crane and clean up the site. By mutual written agreement of the Parties, this period may be extended for a period not exceeding 15 (fifteen) calendar days.

3. Starting Price of the Auction and Auction Bid Step

- 3.1. The Crane is sold in **1 (one)** lot.

3.2. Starting price of the Auction and Auction bid step:

Lot No.	Name	Starting price of the Auction, EUR excluding VAT	Auction bid step, EUR
1.	BUKA KRB-10M gantry crane	5300	10

3.3. Value added tax shall be applied to the purchase price in accordance with the requirements of the Value Added Tax Law of the Republic of Latvia.

3.4. The purchase price shall be paid on the basis of the Seller's invoice within 10 (ten) calendar days after the date of mutual signing of the purchase agreement and the date of issue of the Seller's invoice.

4. Announcement of the Auction

4.1. The Seller shall publish information about the Auction in the official publication "Latvijas Vēstnesis", on the website <http://ldzcargo.ldz.lv> and on the electronic auction website <http://auctioncargo.ldz.lv>.

5. Auction Participants

5.1. An Auction participant may be a legal entity registered in the European Union or in a third country (except the Russian Federation and the Republic of Belarus).

5.2. The Auction secretary shall not authorize for the Auction a participant to whom any of the following conditions apply:

5.2.1. the Auction participant has been declared insolvent, its economic activity has been suspended or terminated, or it is being liquidated;

5.2.2. international or national sanctions, or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests, have been imposed on the Auction participant.

5.3. The Auction secretary has the right not to authorize for the Auction a participant to whom any of the following conditions apply:

5.3.1. in Latvia or in the country where the Auction participant is registered, the participant has tax debts (including mandatory state social insurance contribution debts) which in total exceed EUR 150 in any of the countries;

5.3.2. on the Auction registration date, the Auction participant has outstanding debt obligations to the Seller.

5.4. To become an Auction participant, a person must create an EAW account (the instructions for using the EAW are available on the website <https://auctioncargo.ldz.lv/> in the "User Guideline" section) and submit to the Commission secretary by e-mail (specified in Clause 9.1.2 of the Regulations) the documents referred to in Clause 5.5 of the Regulations. After checking the documents, the Commission secretary authorizes the Auction participant, who will then be able to register for the Auction.

5.5. Persons wishing to be authorized to participate in the Auction must submit the following documents to the Commission secretary by e-mail by **24 August 2026 at 10:00**:

5.5.1. For legal entities registered in the Republic of Latvia:

5.5.1.1. a power of attorney (signed with a secure electronic signature) to represent the legal entity in the Auction, if the legal entity is not represented by a member of the executive body of the legal entity with separate representation rights as indicated in the public database of the Commercial Register of the Republic of Latvia.

- 5.5.1.2. The Cooperation Partner's identification form for a legal entity, completed in accordance with Annex 3 to the Regulations and signed with a secure electronic signature. *(Applicable if the legal entity submits the questionnaire to the Seller for the first time, submitted it more than 6 (six) months ago, or if the questionnaire data have changed).*

5.5.2. For legal entities registered in another country:

- 5.5.2.1. a copy of the registration certificate;
 - 5.5.2.2. articles of association and/or the founder's (members'/shareholders') decision on the appointment of members of the executive body of the legal entity with separate representation rights;
 - 5.5.2.3. a certificate issued by the competent authority in the country where the applicant is registered or has its permanent residence, confirming that the applicant has no tax debts in the relevant country (including mandatory state social insurance contribution debts) exceeding EUR 150 in total;
 - 5.5.2.4. a document issued by a competent authority confirming representation rights and their scope (or another confirmation), if the laws and regulations of the relevant country do not provide for public registration of such information. If the Auction participant is represented by a person not mentioned in the said document, a power of attorney must additionally be attached (signed in PDF format with a secure electronic signature, indicating the website for verification of the signature authenticity);
 - 5.5.2.5. a completed Cooperation Partner identification form for legal entities in accordance with Annex 3 to the Regulations (signed in PDF format with a secure electronic signature, indicating the website where the authenticity of the signature can be verified).
- 5.6. The documents referred to in Clauses 5.5.2.1–5.5.2.5 of the Regulations must be accompanied by a translation into Latvian or English.
- 5.7. The Commission secretary has the right not to authorize an applicant for participation in the Auction if any of the documents referred to in Clause 5.5 of the Regulations has not been submitted and/or the submitted document does not comply with the requirements of Clauses 5.5–5.6 of the Regulations.
- 5.8. After reviewing the documents submitted by the applicants, the Commission secretary authorizes the Auction participant through the EAW or informs the applicant of the refusal to grant authorization. Information on the authorization result is sent to the applicant's e-mail address indicated in the EAW.
- 5.9. After the Auction has taken place, the Commission secretary removes the authorization status from all Auction participants.

6. Course of the Auction

- 6.1. The Auction bidding period is specified in Clause 1.5 of the Regulations.
- 6.2. The bidding time for the lot in the EAW is automatically renewed to 15 minutes from the time of the last bid if bidders continue to submit bids within 15 minutes before the end of the Auction, until the last bidder makes their bid.
- 6.3. After the end of the Auction, the EAW displays the bidding time and the highest bid amount. The Auction time shall be extended until 13:00 on the next business day if bidding was not possible during the last 10 minutes before the closing of the Auction due to EAW malfunction.
- 6.4. After the end of the Auction, the Commission secretary prepares a protocol on the Auction result, attaching the data received from the EAW on the Auction bid steps and the bidder. The protocol is approved by the Commission.

- 6.5. If the bidder who was the first to bid the highest price, hereinafter – the Successful Bidder, refuses to conclude the purchase agreement, the Seller may invite the Auction participant who was outbid by the Successful Bidder to purchase the Crane.
- 6.6. The Auction shall be recognized as having not taken place if:
- 6.6.1.no participant has registered for the Auction;
 - 6.6.2.no registered participant bids the starting price of the Auction;
 - 6.6.3.information is received about significant legal or technical deficiencies of the Auction object that were not known before the start of the Auction and that could affect potential participants in making an informed decision on participation in the Auction;
 - 6.6.4.international or national sanctions, or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests, have been imposed on the Successful Bidder;
 - 6.6.5.the Seller's Management Board does not approve the Auction results;
 - 6.6.6.during the Auction or within 24 (twenty-four) hours after the closing of the Auction, a notice is received regarding significant EAW malfunctions that may affect the Auction results, or regarding breaches of the EAW security system.

7. Submission of Claims, Approval of Auction Results and Conclusion of the Agreement

- 7.1. Auction participants have the right to submit a written claim to the Commission regarding the course of organization of the Auction. The Commission shall provide a written response within 3 (three) business days from the date of receipt of the claim.
- 7.2. No later than 10 (ten) business days after the closing of the Auction, the Commission shall, if necessary, submit the Auction protocol for approval to the Seller's Management Board.
- 7.3. Only after the Auction results protocol has been signed or, if necessary, approved by the Seller's Management Board, shall the Successful Bidder, or the Auction participant referred to in Clause 7.5 of the Regulations, acquire the right to purchase the Crane.
- 7.4. The Seller shall inform the Successful Bidder of the adopted decision, send the draft agreement and invite the Successful Bidder to conclude it within 5 (five) business days; however, if the Successful Bidder does not sign the agreement within 10 (ten) business days from the date it is sent, the Seller shall have the right to consider that the Successful Bidder has refused to purchase the Crane.
- 7.5. In the case referred to in Clause 7.4 of the Regulations, the Commission shall invite the next highest bidder to conclude the Crane purchase agreement for the price offered by that bidder in the Auction. If this Auction participant agrees, the Commission shall prepare a protocol stating the relevant circumstances and approving the new Successful Bidder and, if necessary, shall submit this protocol for approval to the Seller's Management Board.

8. Procedure for Payment of the Purchase Price and Other Payments

- 8.1. After the mutual signing of the Crane purchase agreement, the Seller shall, in accordance with the terms of the purchase agreement, issue an invoice to the Buyer for the purchase of the Crane, which the Buyer shall pay in the amount and within the term specified in the Agreement.

9. Seller's Contact Persons

- 9.1. Seller's contact persons:
- 9.1.1.for technical matters – Edgars Dukčinskis, phone (+371) 28231116, e-mail: Edgars.Dukcinskis@ldz.lv;

9.1.2. Commission secretary – Inese Stendzeniece, phone (+371) 25719192, e-mail: iepirkumi.cargo@ldz.lv

Annexes:

Annex 1 – Draft Agreement;

Annex 2 – Crane Photographic Records;

Annex 3 – Cooperation Partner identification and questionnaire form for legal entities.

The terms of the draft Agreement may be mutually clarified before the final Agreement is signed with the successful bidder, provided that such clarifications relate to formalizing the Auction results and are not considered material amendments within the meaning of the Auction Regulations.

Purchase Agreement No. _____

Riga, _____ 2026

or the date of the Agreement shall be the date of the last attached secure electronic signature and time stamp

Limited Liability Company “LDZ CARGO”, registration No. 40003788421 (hereinafter – the Seller), represented on the basis of authorization No. K-7.1/37-2026 of 15 June 2026 by the Chairperson of the Management Board Raimonds Freimanis and Management Board member _____, of the one part, and

_____, registration No. _____ (hereinafter – the Buyer), represented by its _____, acting on the basis of _____, of the other part, both together hereinafter – the Parties, enter into this purchase agreement (hereinafter – the Agreement).

1. Subject of the Agreement

- 1.1. The Seller sells and transfers to the Buyer, and the Buyer purchases and accepts from the Seller, the following movable property owned by the Seller: **the BUKA KRB-10M gantry crane** (hereinafter – the Property), located on the Seller's premises at: **Varoņu iela 30, Rezekne, Latvia**, which the Buyer has acquired in the auction organized by the Seller in _____ 2026, _____ (held on the electronic auction website <http://auctioncargo.ldz.lv>).
- 1.2. Brief description of the Property:
 - 1.2.1. Model: KRB – 10M;
 - 1.2.2. Type: BUKA electric crane;
 - 1.2.3. Year of manufacture: 1989;
 - 1.2.4. Manufacturer and installer: Tula factory;
 - 1.2.5. Maximum lifting capacity: 10 tonnes.
 - 1.2.6. Span: 16 m.
- 1.3. The Property is sold as one single indivisible unit in its current visual and technical condition, as recorded in the photographic records attached as Annex 2 to the Agreement.
- 1.4. The following elements **ARE** included in the Property and must be dismantled and fully removed by the Buyer:
 - 1.4.1. Metal load-bearing structures (legs, bridge, frame);
 - 1.4.2. Load trolley, ropes, hook mechanism and electric motors;
 - 1.4.3. Operator's cabin with its internal equipment and control panel;
 - 1.4.4. Crane travel mechanisms and gearboxes;
 - 1.4.5. Reinforced concrete and/or metal counterweights (ballast).
- 1.5. The following items are **NOT** included in the Property and remain the property of the Seller (the Buyer may not dismantle, damage or remove them):

- 1.5.1. Rail tracks (rails, sleepers, fastenings, dead-end supports);
- 1.5.2. Power supply lines (cable lines, trolley wires) that provide power supply up to the crane connection point.
- 1.6. Before signing this Agreement, the Buyer has fully familiarized itself with the actual and technical condition of the Property, has deemed it suitable for its purposes and accepts it in the condition in which it is at the time of conclusion of the Agreement. The Buyer waives any rights to bring future claims or complaints against the Seller in relation to the condition of the Property.
- 1.7. The statutory period for technical inspection and maintenance of the Property has fully expired. The Property is not registered as a hazardous equipment item in use, and its further operation without a full certified expert inspection and restoration is prohibited.
- 1.8. All materials generated during the dismantling of the Property (including, but not limited to: unusable scrap metal, insulation materials, glass, wooden parts, rubber, technical oils and lubricants) shall become the property of the Buyer once the purchase price has been paid in full. The Buyer is strictly prohibited from sorting materials on the Seller's premises with the aim of leaving worthless or difficult-to-dispose-of dismantling waste (for example, concrete blocks). All dismantling by-products must be removed together with the main structures of the crane.
- 1.9. The Parties confirm that they are aware of the value of the Property and waive the right to bring mutual claims for cancellation of the Agreement or amendment of the purchase price on the grounds of excessive loss.

2. Purchase Price and Security Deposit

- 2.1. The purchase price is _____ EUR (_____) plus value added tax (VAT) _____ EUR (_____).
- 2.2. The Buyer undertakes to pay the purchase price on the basis of the invoice issued by the Seller no later than within 10 (ten) calendar days after the date of mutual signing of the Agreement, by transferring it to the Seller's account – "LDZ CARGO" Ltd., unified registration No. 40003788421, AS Luminor Bank Latvian branch, account No. LV08RIKO0000082999854. The date of payment of the purchase price shall be deemed to be the date on which the amount indicated in the invoice is credited to the Seller's account.
- 2.3. In the event of delay in payment of the purchase price (Clause 2.1 of the Agreement) within the payment term (Clause 2.2 of the Agreement), the Buyer shall pay the Seller default interest in the amount of 0.1% (zero point one percent) of the overdue payment amount for each day of delay.
- 2.4. To guarantee completion of the dismantling and removal works within the specified term, proper clean-up of the site and protection of the Seller's property, before signing the purchase agreement the Buyer shall pay into the Seller's bank account a security deposit in the amount of **EUR 1,000 (one thousand euro)**.
- 2.5. The security deposit shall be refunded in full to the Buyer's bank account within 5 (five) business days after the Site Clean-up and Handover Act referred to in Clause 5.3 of the Agreement has been signed by both Parties. No interest shall be calculated or paid for the period during which the security deposit is held.
- 2.6. The Seller has the right, unilaterally and without coordination with the Buyer, to retain the security deposit if the Buyer refuses to remedy the site clean-up deficiencies or infrastructure damage recorded in the defects report. In such case, the Seller shall use the security deposit to hire third parties to perform the works, and shall refund the remaining balance, if any, to the Buyer. If the security deposit does not cover all losses incurred by the Seller, the Buyer shall be obliged to cover the difference.
- 2.7. The Buyer shall acquire ownership rights to the Property after the purchase price has been credited in full to the Seller's account specified in the Agreement.

- 2.8. If the Buyer fails to complete the dismantling, removal and site clean-up works for the Property within the term specified in Clause 5.1 of the Agreement, the Buyer shall pay the Seller a contractual penalty of **EUR 20.00 (twenty euro, 00 cents)** for each day of delay, starting from the next day of delay. Value added tax (VAT) shall not be applied to the contractual penalty.
- 2.9. Default interest and other payments provided for in the Agreement shall be made on the basis of issued invoices within 10 (ten) calendar days after the invoice is issued. Any payments arising from this Agreement shall be credited in accordance with Article 1843 of the Civil Law, i.e. the payment shall first be applied to outstanding interest and thereafter to repayment of the principal debt.

3. Procedure for Acceptance and Transfer of the Property

- 3.1. The Seller shall transfer and the Buyer shall accept the Property at **Varoņu iela 30, Rezekne, Latvia**.
- 3.2. The Seller shall transfer the Property to the Buyer only after the purchase price has been paid in full and credited to the Seller's account, by mutual agreement on the time and place of transfer of the Property. The transfer and acceptance of the Property shall be recorded by the Parties signing the Property Acceptance and Transfer Act.
- 3.3. The Seller shall transfer the Property to the Buyer together with the technical documentation (.....) on the basis of an acceptance and transfer act, which shall be signed on the Seller's behalf by _____, telephone _____, mobile _____, fax: _____, e-mail: _____, and on the Buyer's behalf by _____, telephone _____, mobile _____, fax: _____, e-mail: _____.

4. Occupational Safety, Environmental Protection and Insurance Requirements

- 4.1. Upon signing the Property Acceptance and Transfer Act, the Buyer assumes all risks related to the loss or destruction of the Property, as well as full civil and criminal liability for the safety, execution and consequences of dismantling, cutting, loading and removal works (hereinafter – the Works). All costs related to the Works shall be fully borne by the Buyer.
- 4.2. The Buyer confirms that, for the performance of the Works, it will engage only such specialists and/or subcontractors who have the qualifications and certificates required by the laws and regulations of the Republic of Latvia for performing works in conditions of increased danger (including work at height, work with hazardous equipment and performance of fire-hazardous works). The Seller has the right to request copies of documents certifying such qualifications before allowing the Buyer to enter the territory.
- 4.3. The Buyer shall be fully responsible for occupational accidents that occur during the performance of the Works and at the location of the Property involving the Buyer's employees, authorized persons or engaged subcontractors.
- 4.4. The Buyer undertakes to ensure that all persons involved in the Works use appropriate personal protective equipment. The Seller's representative has the right to immediately suspend the Works if serious occupational safety violations are identified, until such violations are remedied. Suspension of the Works in such case shall not extend the deadline for removal of the Property.
- 4.5. The Buyer guarantees that during the Works no environmental pollution will be caused by hazardous waste, technical fluids or oils that are or may be present in the Property (for example, in gearboxes). In the event of leakage of technical fluids, the Buyer shall, at its own expense, immediately eliminate the consequences by using absorbents and shall ensure disposal of contaminated soil in accordance with the requirements of applicable laws and regulations.
- 4.6. Before commencement of the Works and before the Buyer is allowed to enter the territory, the Buyer shall submit to the Seller a copy of a **valid general civil liability insurance policy** of

the Buyer or its engaged main subcontractor and a document confirming payment of the insurance premium.

5. Site Clean-up and Handover

- 5.1. The Buyer shall be obliged to carry out full dismantling, removal and site clean-up of the Property within **30 calendar days** from receipt of the full purchase price in the Seller's bank account. Safe disconnection of the power supply up to the Property connection point shall be carried out by the Seller before commencement of the Works.
- 5.2. After dismantling and removal of the Property, the Buyer shall, at its own expense, fully clean up the work area and the adjacent Seller's premises, restoring them to the condition in which they were before commencement of the Works. As part of the site clean-up, the Buyer must:
 - 5.2.1. remove and take away all waste, construction debris, metal shavings, wooden parts, glass and packaging generated during the dismantling process;
 - 5.2.2. fully clear the rail track bed and adjacent area of any dismantling materials and ensure that no objects remain on or between the rails;
 - 5.2.3. if the ground surface has been damaged during dismantling, level or restore the surface.
- 5.3. After full completion of the Works and clean-up, the Buyer shall notify the Seller in writing of its readiness to hand over the site. Within 3 (three) business days, the Seller shall inspect the site on location in the presence of the Buyer's representative. If the site has been cleaned up in accordance with the requirements, the Parties shall sign a bilateral Site Clean-up and Handover Act.
- 5.4. If, during the inspection, the Seller identifies deficiencies in the clean-up or damage to its property, such deficiencies or damage shall be recorded in a defects report. The Buyer shall be obliged, at its own expense, to remedy the identified deficiencies within 5 (five) business days, which shall not extend the overall term for performance of the Agreement.

6. Obligations and Liability of the Parties

- 6.1. The Buyer undertakes to accept the Property and sign the acceptance and transfer act in accordance with the terms of the Agreement.
- 6.2. The Buyer represents and warrants that it:
 - 6.2.1. will comply with the laws and regulations of the Republic of Latvia, the European Union and the United Nations (including laws, rules, decisions and resolutions) that include and/or are related to the application of sanctions and other restrictions concerning a range of persons, jurisdictions and territories, including but not limited to: Iran, Syria, North Korea, Crimea and Sudan;
 - 6.2.2. will not enter into, will terminate and will not maintain business relations with persons who violate the sanctions and restrictions referred to in Clause 6.2.1 of the Agreement;
 - 6.2.3. upon the Seller's first written request, within the term and in the format specified therein, will submit information and documents relating to the Buyer's economic and professional activities in order to confirm sanctions compliance.
- 6.3. The Buyer is aware and agrees that, in the event of breach of the provisions of Clause 6.2 of the Agreement:
 - 6.3.1. the Seller has the right not to perform the obligations assumed under the Agreement, as well as to immediately and unilaterally terminate the Agreement and all other legal relations with the Buyer, and to take other actions provided for in applicable laws and regulations and in other existing contractual relations with the Buyer;
 - 6.3.2. the Buyer shall be fully liable and undertakes to compensate all losses incurred by the Seller as a result of such breaches due to the Buyer's fault.

- 6.4. Payment of the contractual penalty and default interest provided for in the Agreement shall not release the Buyer from the obligation to compensate losses and to perform the obligations set out in the Agreement.

7. Dispute Resolution

- 7.1. The obligations of the Parties arising from the Agreement shall be governed by the laws and regulations of the Republic of Latvia.
- 7.2. All disputes and disagreements that may arise from the Agreement or in connection with the Agreement shall be resolved by the Parties through mutual negotiations.
- 7.3. Each Party has the right to send a written claim to the other Party in accordance with the procedure set out in Clause 13.3 of the Agreement. The claim must be substantiated and supported by documents. The Parties agree that claims shall be reviewed within no more than 10 (ten) days from the moment of receipt.
- 7.4. If, within 1 (one) month from the occurrence of the dispute, the Parties are unable to agree on resolution of the dispute through negotiations, the dispute shall be resolved by a court of the Republic of Latvia in accordance with the procedure laid down in the laws and regulations of the Republic of Latvia.

8. Term and Termination of the Agreement

- 8.1. The Agreement shall enter into force on the date of its mutual signing and shall remain valid until **30.11.2026**. With regard to the Parties' unfulfilled obligations, claims for compensation of losses and payment of contractual penalties, the Agreement shall remain valid until the Parties have fully and duly performed the obligations arising from the Agreement.
- 8.2. The Agreement may be terminated by mutual written agreement of the Parties.
- 8.3. The Seller has the right to unilaterally terminate the Agreement in any of the following cases:
- 8.3.1. if insolvency proceedings have been declared in respect of the Buyer, its economic activity has been suspended or terminated, liquidation proceedings of the Buyer have been initiated, or the Buyer's economic activity has been suspended in accordance with Section 34.1 of the law "On Taxes and Duties";
- 8.3.2. if the Agreement cannot be performed because international or national sanctions, or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests, have been imposed on the Buyer;
- 8.3.3. the Buyer fails to perform or improperly performs the obligations specified in the Agreement and fails to remedy the breach within the term indicated in the Seller's written warning regarding breach of the Agreement, which shall not be less than 10 (ten) calendar days.
- 8.4. If the Agreement is terminated in accordance with Clauses 8.3.1 and/or 8.3.2 of the Agreement, the Seller shall send a written notice thereof to the Buyer in accordance with the procedure set out in Clause 13.3 of the Agreement, and the Agreement shall be terminated immediately.
- 8.5. If the Agreement is terminated in accordance with Clause 8.3.3 of the Agreement, the Seller shall send a written notice thereof to the Buyer in accordance with the procedure set out in Clause 13.3 of the Agreement, and the Agreement shall be terminated within the term specified in the Seller's notice.

9. Confidentiality

- 9.1. The terms of the Agreement, as well as information related to the cooperation of the Parties or information that has come into the possession of the Parties as a result of performance of the Agreement, shall be considered the trade secret of the Parties and shall not be disclosed to third parties during the term of the Agreement or thereafter without the prior written consent of the other Party. This obligation shall not apply to information that is publicly available or to

information that must be disclosed to the relevant state authorities in accordance with applicable laws and regulations, if such information is provided to those authorities.

- 9.2. The other Party undertakes to use information received from one Party that contains a trade secret solely for the purpose specified in Clause 1.1 of the Agreement, while observing the commercial interests of the Parties and this confidentiality obligation.
- 9.3. The Buyer shall not, without the Seller's prior consent, process information received from the Seller within the framework of performance of the Agreement by using artificial intelligence or machine learning tools through which the Seller's information is transferred, stored, processed or made available outside an environment controlled by the Seller. Such action shall be considered unauthorized disclosure of information to third parties and a breach of the Agreement.

10. Personal Data Protection

- 10.1. The Parties confirm that they have been informed that personal data submitted by one Party, where necessary for the performance of the Agreement, may be processed only in accordance with the subject matter of the Agreement, within the scope specified in the Agreement, for the term of the Agreement and only in accordance with the requirements of applicable laws and regulations.
- 10.2. The Parties shall ensure that the employees indicated as contact persons in this Agreement are informed of the right to transfer contact information relating to them within the framework of employment relations and for the purpose of ensuring performance of their official duties, as well as of the rights of employees as data subjects in accordance with applicable laws and regulations in the field of personal data protection.
- 10.3. The Parties undertake to ensure a level of protection compliant with applicable laws for personal data submitted by the other Party.
- 10.4. The Parties undertake not to transfer personal data submitted by the other Party to third parties. If, pursuant to applicable laws and regulations, the Parties may incur such an obligation, they shall inform the other Party before transferring the personal data, unless prohibited by applicable laws and regulations.
- 10.5. Each Party shall be independently liable to the data subject for non-compliance with personal data protection and processing rules and, if the Party's liability is established, that Party shall satisfy the data subject's claims related to the personal data breach and its remedy, as well as pay administrative fines related to the personal data breach and compensate the amounts of losses awarded by a court judgment.
- 10.6. The Parties undertake to destroy personal data submitted by the other Party as soon as the need to process such data ceases.

11. Business Ethics

- 11.1. By signing the Agreement, the Buyer confirms that it has familiarized itself with the Basic Principles of Business Ethics for Cooperation Partners of the "Latvijas dzelzceļš" Group published on the website of the "Latvijas dzelzceļš" Group at www.ldz.lv (hereinafter – the Basic Principles), complies with them and undertakes to continue to strictly comply with them itself and to ensure that they are also complied with by its employees and subcontractors involved in the performance of the Agreement.
- 11.2. The Buyer shall be obliged to immediately inform the Seller if a situation is identified in which any of the Basic Principles has been breached, and to inform the Seller of the measures being taken to resolve the situation and prevent its recurrence in the future. If such information is not provided but the Seller becomes aware that the Buyer has breached any of the Basic Principles, further cooperation shall be assessed in accordance with the procedure and scope prescribed by the laws of the Republic of Latvia.
- 11.3. If, during the performance of the Agreement, the Buyer obtains information or has reasonable suspicion that an employee of the Seller's company, personally or through an intermediary,

requests, accepts or offers any type of material values, property-related or other benefits to any persons in order to achieve the adoption of certain unlawful decisions, obtain unlawful benefits or advantages, or achieve another self-serving purpose in the interests of themselves, the Seller or any other persons, the Buyer shall be obliged to immediately inform the Security Directorate of the parent company of the "Latvijas dzelzceļš" Group by using the reporting options available on the Group's website at www.ldz.lv. The notice must include information, facts or materials that credibly indicate the above actions or provide reasonable grounds for suspicion of such actions. "Latvijas dzelzceļš" guarantees that the information will be comprehensively and objectively assessed and that no unjustified negative consequences or actions will be taken against the whistleblower, the company represented by the whistleblower, or other employees of that company.

12. Force Majeure Circumstances

- 12.1. If either Party is unable, in whole or in part, to perform its obligations under this Agreement due to the following circumstances – fire, natural disaster, war, blockade, prohibition on exporting or importing goods, and similar circumstances – the deadlines for performance of the Agreement obligations shall be extended by the Parties accordingly for the duration of such circumstances.
- 12.2. The Party for whom performance of the Agreement obligations has become impossible shall notify the other Party in writing of the commencement and termination of the above-mentioned circumstances and submit relevant evidence no later than within 5 (five) business days.
- 12.3. If, due to force majeure circumstances, performance of the Agreement is impossible for more than 30 (thirty) days, each Party has the right to unilaterally terminate the Agreement. If the Agreement is terminated in this manner, neither Party shall have the right to claim compensation for losses from the other Party.

13. Other Provisions

- 13.1. Any amendments and supplements to the Agreement shall be made in writing and, after mutual signing, shall be attached to this Agreement as an integral part thereof.
- 13.2. The Buyer shall not be entitled, without the Seller's written consent, to transfer in whole or in part the rights and obligations set out in this Agreement to third parties.
- 13.3. The Parties agree that any notice, request or other information and communication to be provided, requested or permitted under this Agreement shall be submitted in writing and shall be deemed submitted if it:
 - 13.3.1. has been submitted personally or delivered by courier or delivery service provider – on the date of actual delivery, as confirmed by the other Party's acknowledgement of receipt of the document;
 - 13.3.2. has been sent by registered mail to the other Party's legal address – on the seventh day after the date indicated by the postal office stamp confirming acceptance of the registered item for sending;
 - 13.3.3. has been sent to the other Party's e-mail address indicated in the details of the Agreement – on the second business day.
- 13.4. In the cases referred to in Clause 13.3 of the Agreement, if documents are submitted in accordance with the above on a day that is not a business day or after normal working hours, they shall be deemed received on the following business day. For the purposes of this Agreement, a business day means a day from Monday to Friday, except where the respective day is a holiday or public holiday under the laws and regulations of the Republic of Latvia.
- 13.5. Reorganization of the Parties or a change of their managers shall not constitute grounds for termination of the Agreement. If either Party is reorganized or liquidated, the Agreement shall remain in force and its provisions shall be binding on the legal successor of that Party.
- 13.6. Matters not regulated by this Agreement shall be resolved by the Parties in accordance with the laws and regulations in force in the Republic of Latvia.

- 13.7. If the details of the Parties indicated in Section 14 of the Agreement change, the relevant Party shall immediately notify the other Party thereof by a letter signed by a person entitled to represent that Party.
- 13.8. The Agreement has been prepared as an electronic document in English and, together with its annexes, signed with a secure electronic signature containing a time stamp. The date of signing of the Agreement shall be the date of the last attached secure electronic signature and its time stamp.

14. Details and Signatures of the Parties

Seller:

Limited Liability Company "LDZ CARGO"
Registration No. 40003788421
VAT registration No. LV40003788421
Legal address: Dzirnavu street 147 k-1,
Riga, LV-1050, Latvia
Bank details:
AS Luminor Bank Latvian branch
Account No. LV08RIKO0000082999854
SWIFT code: RIKOLV2X
Contact details:
Telephone: _____
e-mail: _____

/...../ _____
/...../ _____

Buyer:

Name / given name and surname
Registration No. / personal identity number
VAT registration No.
Legal address / declared address
Bank details:
Bank name _____
Account No. _____
SWIFT code: _____
Contact details:
Telephone: _____
e-mail: _____

/...../ _____

The Agreement has been signed with a secure electronic signature and contains a time stamp

Crane Photographic Records

























**COOPERATION PARTNER'S IDENTIFICATION FORM
FOR LEGAL ENTITIES**

In accordance with the objectives of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing and the requirements for monitoring transactions of the subjects of the law (including credit institutions of the Republic of Latvia) in order to prevent possible risks related to money laundering and terrorism and proliferation financing, please submit the necessary information by filling out this form for **LDZ CARGO Ltd.**:

1. Name of legal entity (including members of a partnership):

2. Registration number/ equivalent:

3. Country of registration:

4. Persons entitled to represent:

Name, surname, personal number of the person entitled to representation; if the person does not have a personal number, there has to be an analogue, for example, date of birth, month, year, citizenship (nationality)¹.

5. The Board:

Name, surname, personal number of the chairperson of the board/member of the board; if the person does not have a personal number, there has to be an analogue, for example, date of birth, month, year, citizenship (nationality)¹.

6. Council (if established):

Name, surname, personal number of the chairperson of the council/member of the council; if the person does not have a personal number, there has to be an analogue, for example, date of birth, month, year, citizenship (nationality)¹.

7. Beneficial owner/s ²:

Within the meaning of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, a *beneficial owner* is a *natural person* who is the owner of the legal entity, or on whose behalf, for the benefit, in the interest of which the business relationship is established or the transaction is carried out, and is at least:

- a) A natural person who owns, in the form of direct or indirect shareholding, more than 25% of the capital shares of voting stock of the customer's company
- b) A natural person who directly or indirectly exercises control of the company's operations

Name, surname, personal number (if the person does not have a personal number, there has to be an analogue, for example, date of birth, month, year), citizenship (nationality)¹, the beneficial owner directly or indirectly owns more than 25% of the legal entity's capital shares/voting stock.

I/we hereby confirm that, using all possible means of determination, we have concluded that it is not possible to identify any natural person who is a beneficial owner within the meaning of Section

1, Paragraph 5 of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and doubts that the legal person has a beneficial owner have been excluded.

A beneficial owner cannot be identified because the cooperation partner is:

- ☐ A derived public entity
- ☐ An institution of direct or indirect administration
- ☐ A capital company controlled by the State or a local government
- ☐ A merchant whose stocks are admitted to trading on a regulated market

8. What is the company's line of business? Please provide a description of the company (website address, location of branches and production facilities, if any):

9. Has there been any change in shareholders or participants in your company within the last three years?

☐ Yes (please specify): _____

☐ No

10. By signing this identification and survey form, the Cooperation Partner hereby confirms that, in the event of any changes to the information provided in the form, the Partner shall immediately notify the Company by submitting the updated information to the Company by sending the latest information to the registered office or email cargo@ldz.lv of LDZ CARGO Ltd.

Legal representative:	The status of the person (Member of the Board, Procurator, authorized person, other)
	Name, surname
	Signature ³
	Date

¹ Personal data mentioned in this paragraph are processed by the "Latvijas dzelzceļš" Group pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (27 April 2016) On the Protection of Natural Persons with Regard to the Processing of Personal Data and the Free Movement of Such Data (hereinafter referred to as GDPR):

- 1/ Based on requirements of Article 6, Paragraph 1 b) of GDPR, for commencing contractual relations and ensuring performance of the contract at the request of the data subject (party to the contract),
- 2/ Based on requirements of Article 6, Paragraph 1 c) of GDPR, for compliance with a legal obligation to which the controller (LDZ) is subject, namely, to examine its cooperation partners in accordance with the Law on International Sanctions and National Sanctions of the Republic of Latvia and the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing,

3/ Based on requirements of Article 6, Paragraph 1 e) of GDPR, for the performance of a task carried out in the public interest, namely, for the prevention of terrorism and reducing the risk of fraud.

² Within the meaning of Section 1, Paragraph 5) of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing.

³ Or an electronic signature.