**APPROVED**

**by A.Mikelsons, Chairperson of the Board**

**SIA “LDZ CARGO”**

(*signed with a secure electronic signature*)

**Electronic Auction Regulations**

**for the sale of two M62 series locomotives**

1. **General Provisions** 
   1. These regulations (hereinafter referred to as the Regulations) determine the procedure for the sale of movable property belonging to the Limited Liability Company LDZ CARGO, registration No. 40003788421, legal address: Dzirnavu Street 147 k-1, Riga, LV-1050 (hereinafter referred to as the Seller): **two M62 series locomotives**.
   2. Type of sale – electronic auction with ascending bid (hereinafter referred to as Auction).
   3. The Auction is organized on the electronic auction website: <http://auctioncargo.ldz.lv> (hereinafter referred to as EAW).
   4. The Auction organizer is the auction commission established by the Seller (hereinafter referred to as the Commission).
   5. TheAuction starts on **28 July 2025 at 1:00 p.m.**
   6. The Auction ends on **30 July 2025 at 1:00 p.m.**
   7. The Seller shall not compensate the Auction participants for any expenses and/or losses incurred by them in connection with their preparation for and participation in the Auction.
2. **Information on the Movable Property** 
   1. The Seller sells at the Auction **two locomotives (No. 1615 and No. 1202) of the M62 series**, (hereinafter referred to as the Locomotives).
   2. The characteristics of the Locomotives (model, number, year of construction, repairs) are given in Annex 2 to the Regulations.
   3. The Locomotives are not encumbered by rights of property or obligations.
   4. The location of the Locomotives is the access road to the Daugavpils Locomotive Operation Department of Daugavpils Station at the address: 2.Precu iela 14, Daugavpils; the Locomotives may be viewed at their location by prior agreement with the Seller's contact persons for the date and time of the viewing, provided that the Auction participation fee has been paid.
   5. The Seller shall deliver and the Buyer shall accept the Locomotives at the place specified in Clause 2.4 of the Regulations.
   6. All expenses related to the re-registration of the Locomotives in the name of the Buyer, as well as, if required, the execution of documents for the export of the Locomotives from the territory of the Republic of Latvia, shall be covered by the Buyer.
   7. The Buyer of the Locomotives (non-resident) must remove the Locomotives from the territory of the Republic of Latvia no later than 30 (thirty) calendar days after the conclusion of the purchase contract.
3. **The Starting Price and the Bidding Step** 
   1. The Locomotives are sold in two lots.
   2. The starting price and bidding step of the Auction:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot No.** | **Name of the locomotive** | **The starting price of the Auction** | **The bidding step** |
| 1 | Diesel locomotive M62 - 1615 | 85 000 EUR | 2 000 EUR |
| 2. | Diesel locomotive M62 - 1202 | 85 000 EUR | 2 000 EUR |

* 1. The purchase price is subject to value added tax in accordance with the requirements of the Value Added Tax Law of the Republic of Latvia.
  2. The bidding step is dynamic and depends on the bidding price. If the bidding price moves to another price category, the bidding step shall change according to:

|  |  |  |  |
| --- | --- | --- | --- |
| **Price category** | **Bidding price from** | **Bidding price up to** | **The bidding step** |
| 1. | 85 000 EUR | 99 999 EUR | 2 000 EUR |
| 2. | 100 000 EUR | Any amount greater than  100 000 EUR | 5 000 EUR |

1. **Announcement of the Auction** 
   1. The Seller shall announce the Auction not less than 14 (fourteen) days before the Auction Date by publishing an announcement in the official publication “*Latvijas Vēstnesis*”, on the website <http://ldzcargo.ldz.lv> and on the electronic auction website <http://auctioncargo.ldz.lv>.
2. **Auction Security Deposit** 
   1. For participation in the Auction, the Auction **security deposit is set in amount of EUR 10,000** (hereinafter referred to as the Security Deposit). The Security Deposit paid by the winner of the Auction is included in the sale price of the Locomotives, but it is refunded to other Auction Participants if none of the cases referred to in Clause 5.3 of the Regulations occur.
   2. The Security Deposit must be deposited and received by the Auction commencement date set out in Clause 1.5 of the Regulations in the Seller's current account No. LV08RIKO0000082999854, AS Luminor Bank, SWIFT code RIKOLV2X, indicating in the payment document the payment purpose: “*The security deposit for the auction for the sale of movable property*”.
   3. The Security Deposit will not be refunded:
      1. to any participant registered for the Auction if, during the Auction, none of the Auction participants or the sole participant of the Auction bids even the starting price of the Auction;
      2. to the winner of the Auction if the winner refuses to conclude a purchase contract.
   4. If none of the cases mentioned in Clause 5.3 of the Regulations have occurred, the deposited Security Deposit will be refunded within 7 (seven) days after the end date of the Auction.
   5. If a non-resident of Latvia, in order to pay the Security Deposit, is required to conclude an agreement with the Seller regarding participation in the Auction in accordance with the requirements set by the legislation of the non-resident’s country or credit institutions, then the draft of this agreement shall be prepared and submitted to the Seller by the relevant non-resident. The Seller is not obliged to conclude this agreement in the version proposed by the Auction Participant.
3. **Participants of the Auction** 
   1. A legal entity registered in the European Union or in a third country (except the Russian Federation and the Republic of Belarus) may be a participant of the Auction.
   2. In order to become a participant of the Auction, a legal person must create an EAW account (instructions for using EAW can be found at: https://auctioncargo.ldz.lv/ in section “User Guideline”), pay a security deposit and send the documents specified in Clause 6.3 of the Regulations to the Secretary of the Commission by e-mail (specified in Clause 10.1.2). After verification of the documents, the Secretary of the Commission will authorise the participant of the Auction and the participant will be able to register for the Auction.
   3. Legal persons wishing to be authorised to participate in the Auction must send the following documents by e-mail to the Secretary of the Commission by the time specified in Clause 1.5 of the Regulations:
      1. for legal entities registered in the Republic of Latvia:
         1. a standardised certificate from the Register of Enterprises of the Republic of Latvia issued not earlier than 15 days before the auction (or an extended LURSOFT printout) with up-to-date information about the legal entity, including the representation rights of the members of the executive body (board of directors);
         2. a power of attorney to represent the legal entity at the auction, if the legal entity is not represented by a member of the legal entity's executive body with separate representation rights;
         3. a document confirming payment of the Security Deposit;
      2. for legal entities registered in another country:
         1. a copy of the registration certificate;
         2. the Articles of Association and/or a decision of the founder (participants/shareholders) on the appointment of members of the executive body of the legal entity with separate representation rights;
         3. a power of attorney to represent a legal entity, if the legal entity is not represented by a member of the legal entity's executive body with separate representation rights;
         4. a document confirming payment of the auction Security Deposit;
         5. a cooperation partner identification form for legal entities (in accordance with Annex 3 to the Regulations).
   4. The documents referred to in Clause 6.3.2.1. – 6.3.2.3. of the Regulations must have a certified translation into Latvian or English.

6.5. The Secretary of the Commission has the right not to authorize an applicant to participate in the Auction if any of the documents referred to in Clause 6.3 of the Regulations have not been submitted.

6.6. After reviewing the documents submitted by applicants, the Secretary of the Commission, using the EAW, authorizes the Auction Participant or informs about the refusal to authorize. Information about the authorization result is sent to the applicant’s e-mail address specified in the EAW.

* 1. After the Auction is over, the Secretary of the Commission shall remove the authorisation status of all Auction participants.

1. **The Auction Process**

7.2. The bidding period for the Auction is two working days after the Auction start date and time specified in Clause 1.5 of the Regulations.

* 1. The auction bidding time for a lot on the EAW is automatically renewed for 15 minutes from the time of the last bid if bidders continue to submit bids 15 minutes before the end of the Auction, until the time when the last bidder places their bid.
  2. The EAW will display the bidding time and the highest bid after the end of the Auction. This information is available on the EAW for another 30 days after the Auction closes. The auction time is extended until 13:00 o’clock of the next working day if, due to a malfunction of the EAW, bidding was not possible during the last 10 minutes before the Auction closes.
  3. After the end of the Auction, the Secretary of the Commission prepares a report on the results of the Auction, adding the data received from the EAW on the Auction steps and bidders. The report is approved by the Commission.
  4. If the bidder who bid a higher price, hereinafter referred to as the Bidder, refuses to conclude a purchase contract or fails to pay the purchase price within the period specified in the purchase contract, the Company may invite the Auction Participant who was outbid by the Bidder to purchase the Property.
  5. The Auction is deemed to have failed if:
     1. no participant has registered for the Auction;
     2. no registered participant bids the starting price of the Auction;
     3. the Seller's Board does not approve the Auction’s results;
     4. during the Auction or within 24 hours after the Auction closes, a notification is received about significant disruptions of the EAW that may affect the Auction results, or about violations of the security system of the EAW.

1. **Submission of Complaints, Confirmation of Auction Results and Conclusion of the Contract** 
   1. Participants of the Auction may submit a written complaint to the Commission regarding the course of the Auction’s organization. The Commission shall provide a written response within 3 (three) working days from the date of receipt of the complaint.
   2. The Commission shall submit the Auction Report to the Seller's Board of Directors for approval no later than 7 (seven) working days after the Auction is closed.
   3. Only after the results of the Auction are approved by the Seller's Board of Directors, the Bidder or the Auction Participant specified in Clause 8.5 of the Regulations shall acquire the right to purchase the Locomotives. The Auction Report approved by the Seller's Board of Directors shall be the basis for the preparation and signing of a Locomotive Purchase Contract.
   4. The Seller informs the Bidder about the decision made by the Board of Directors and invites the Bidder to conclude the Locomotive Purchase Contract within 10 (ten) days.
   5. If the purchase contract is not signed within 10 (ten) calendar days from the receipt of the notification, the Seller has the right to consider that the Bidder has refused to purchase the Locomotives.
   6. In the case referred to in Clause 8.5 of the Regulations, the Commission shall invite the next highest bidder to conclude a Locomotive Purchase Contract at the price offered by him at the Auction. If this Auction Participant gives his consent, the Commission shall convene a meeting, draws up minutes indicating the aforementioned circumstances and submits these minutes to the Seller's Board of Directors for approval. If the minutes of the Commission are approved by the Board of Directors, the Locomotive Purchase Contract shall be concluded with the Auction Participant specified in the Decision taken by the Board of Directors.
2. **Procedure for Payment of Purchase Price and Other Payments** 
   1. After signing the purchase contract, the Seller submits an invoice to the Buyer for the full (100%) purchase value in accordance with the terms and conditions of the purchase contract.
   2. The Auction Security Deposit paid by the Buyer is included in the purchase price.
   3. In accordance with the Value Added Tax Law, the purchase is subject to value added tax. If the purchase contract is concluded with a non-resident, the value added tax is refunded to the Buyer within 3 (three) working days from the date when the Seller is granted a document confirming the taking out of the purchased property from the territory of the Republic of Latvia.
3. **Contact Persons of the Seller** 
   1. The Seller's contact persons:
      1. for technical issues – **M.Slikovs**, phone: (+371) 29531904, e-mail: [maksims.slikovs@ldz.lv](mailto:maksims.slikovs@ldz.lv)
      2. the Secretary of the Commission - **I.Stendzeniece**, phone: (+371) 25719192; e-mail: [inese.stendzeniece@ldz.lv](mailto:inese.stendzeniece@ldz.lv).

The Chairperson of the Auction Commission V.Nizkodubovs (*signed with a secure electronic signature*)

**Annex 1 to the Regulations**

**Draft**

**Contract of Purchase No. -\_\_\_\_\_\_\_\_**

Riga \_\_\_ \_\_\_\_\_\_\_\_\_ 2025

**Limited Liability Company LDZ CARGO**, hereinafter referred to as the Seller, represented by the Chairperson of the Board A.Mikelsons and the Member of the Board R.Freimanis, who are acting pursuant to the Articles of Association, on the one hand, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Buyer, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to \_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, both together referred to as the Parties, in good faith, without fraud, deception or duress, enter into this purchase contract, hereinafter referred to as the Contract.

1. **Subject of the Contract**

1.1. The Seller sells and transfers to the Buyer, and the Buyer purchases and takes over from the Seller the following movable property owned by the Seller, hereinafter referred to as the Property, which the Buyer has purchased at the Auction organized by the Seller on \_\_ \_\_\_\_\_\_\_ 2025.

1.2. Brief description of the Property: locomotive/s with the following technical characteristics:

|  |  |  |
| --- | --- | --- |
| Series | M62 | M62 |
| Number | 1615 | 1202 |
| Year of manufacture | 1975 | 1971 |
| Total mileage (km) | 2 569 043 | 1 559 656 |

1.3. The Buyer has inspected the Property, assessed its technical condition as satisfactory and appropriate for the Buyer's purposes, and is purchasing the Property with the reservation ***"as it is".***

1.4. The Parties confirm that they are aware of the value of the Property and refuse to make any mutual claims for cancellation of the Contract or change of the purchase price due to excessive losses.

1. **Purchase Price and Payment Terms**

2.1. The purchase price is \_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). Before concluding this Contract, the Buyer has paid the security deposit in the amount of \_\_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_\_\_ euro), which is included in the purchase price. The Buyer undertakes to pay the remaining part of the purchase price in the amount of \_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_\_ euros), including VAT \_\_\_\_, based on the invoice issued by the Seller, no later than 10 (ten) calendar days after the date of signing the Contract, by transferring it to the Seller's account: SIA “LDZ CARGO”, single registration number 40003788421, Latvian branch of АS Luminor bank, account No. LV08RIKO0000082999854.

2.2. For failure to meet the payment deadline, the Seller is entitled to receive from the Buyer a contractual penalty in the amount of 0.1% (zero and one tenth of a percent) of the amount not paid on time for each day of delay, but not more than 10% (ten percent) of the purchase price.

2.3. If the full purchase price has not been paid within 30 (thirty) calendar days after the Contract enters into force, the Seller is entitled to unilaterally withdraw from the Contract and the security deposit paid by the Buyer in amount of \_\_\_\_\_\_\_\_\_ EUR (\_\_\_\_\_\_ euros) remains with the Seller.

2.4. The Buyer shall organize and cover all expenses related to the preparation of the Property for transportation and the transportation of the Property from the place of delivery to the place specified by the Buyer.

2.5. (Applies to a non-resident Buyer). The Seller shall refund the value added tax paid to the Buyer (non-resident) within 3 (three) working days after the date on which the Seller has been provided with a document confirming the removal of the Property from the territory of the Republic of Latvia.

2.6. The Buyer acquires ownership of the Property upon full payment of the purchase price.

2.7. Penalties and other payments provided for in the Contract shall be made based on issued invoices within 10 (ten) working days after the date of issue of the invoice. The valid VAT rate shall be applied to the invoices.

1. **Procedure for Acceptance and Transfer of the Property**

3.1. The Seller transfers and the Buyer accepts the Property at \_\_\_\_\_\_\_\_\_\_ station.

3.2. The Seller shall transfer the Property to the Buyer upon receipt of the full purchase price into the Seller's bank account, on the date and time agreed upon by the Parties, no later than 10 (ten) calendar days after receipt of the purchase price.

3.3. The Seller shall transfer the Property to the Buyer with the technical documentation (…...) upon the Acceptance and Transfer Certificate, which is signed on the Seller's part by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone \_\_\_\_\_\_, mobile \_\_\_\_\_\_\_\_, fax: \_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_, and on the Buyer's part by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone \_\_\_\_\_\_, mobile \_\_\_\_\_\_\_\_, fax: \_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_.

3.4. If the Buyer does not remove the Property from its location within the time limits specified in Clause 4.2, and the delay exceeds 30 (thirty) calendar days, the Seller is entitled to unilaterally withdraw from the Contract and withhold a contractual penalty in amount of 10,000 EUR (ten thousand euros) from the amounts paid by the Buyer.

**4. Obligations of the Parties**

4.1. The Buyer undertakes to accept the Property and sign the Acceptance and Transfer Certificate in accordance with the terms and conditions of the Contract.

4.2. (Applies to a resident Buyer) The Buyer is obliged to remove the Property from its location at its own expense within 20 (twenty) calendar days from the date of signing the Property Acceptance and Transfer Certificate.

(Applies to a non-resident Buyer) The Buyer is obliged to remove the Property from its location at its own expense within 20 (twenty) calendar days from the date of signing the Property Acceptance and Transfer Certificate, and to remove the Property from the territory of the Republic of Latvia within 30 (thirty) calendar days.

4.3. If the Buyer fails to comply with the obligations specified in Clause 4.2 of the Contract, the Buyer undertakes to pay a contractual penalty in the amount of 0.01% of the purchase price for each day of delay, but not more than 10% of the purchase price.

4.4. From the moment when the Property Acceptance and Transfer Certificate is signed, the Buyer is responsible for complying with the requirements of regulatory enactments regarding the operation of the Property, maintenance of the Property in technical condition and traffic safety, as well as compulsory assumes all risks related to damage to or loss of the Property due to his own or other persons’ culpable actions or omissions.

4.5. The Buyer undertakes to organize the security of the Property at his own expense from the moment of acceptance until the moment of removal.

4.6. The Buyer (non-resident) must submit to the Seller an agreement with a capital company that organizes the removal (transportation) of the Property from the territory of the Republic of Latvia.

**5. Other conditions**

5.1. The Seller warrants that the Property is not encumbered with debts, is not disputed, is not arrested, is not mortgaged, is not leased to third parties or is not otherwise encumbered.

5.2. Information related to the cooperation of the Parties or information about the Seller that came to the Buyer's disposal as a result of the execution of this Contract shall be considered the Seller's trade secret and shall not be disclosed to third parties without prior written consent during the term of the Contract and after its termination. This obligation shall not apply to information (1) that is publicly available, and information (2) that is disclosed to relevant state institutions in accordance with applicable law, if it is transferred to these institutions. The Buyer undertakes to use the received information containing the Seller's trade secret only for the purpose specified in this Contract, taking into account the Seller's commercial interests and this confidentiality obligation.

5.3. By signing the Contract, the Buyer confirms that he/she has read the basic principles of business ethics of the cooperation partners of the “Latvijas dzelzceļš” Group published on the website of the “Latvijas dzelzceļš” www.ldz.lv, complies with them and undertakes to strictly observe them in the future and to ensure that its employees also observe them.

The Buyer is obliged to immediately inform VAS “Latvijas dzelzceļš” using the reporting options on the Group’s website www.ldz.lv, if a situation is identified where any of the basic principles of business ethics of the cooperation partners of the “Latvijas dzelzceļš” Group have been violated, as well as to inform about the measures taken to resolve the situation and prevent its recurrence in the future. In the event that such information is not provided, but it becomes known that the Buyer has violated any of the basic principles of business ethics of the cooperation partners of the “Latvijas dzelzceļš” Group, further cooperation with the Buyer will be evaluated in accordance with the procedure and to the extent specified in the law.

5.4. If, within the framework of the execution of this Contract, the Buyer receives information or reasonable suspicions that an employee of the “Latvijas dzelzceļš” Group company personally or through an intermediary requests, accepts, offers any kind of material value, material or other benefits to any persons with the intention of achieving a certain unlawful decision-making, obtaining unlawful benefits or advantages or achieving another selfish goal in personal, Seller’s or any other person's interests, the Buyer is obliged to immediately inform the Fraud Prevention Department of the controlling company of the “Latvijas dzelzceļš” Group about this, using the reporting options on the Group’s website www.ldz.lv. The notification must include information, facts or materials that reliably indicate the aforementioned activities or provide reasonable grounds for suspicion of such activities. VAS “Latvijas dzelzceļš” guarantees that the information will be comprehensively and objectively evaluated and no unjustified negative consequences or actions will be directed against the reporter, as well as the company he/she represents and other employees thereof.

5.5. The Parties confirm that they are informed that personal data submitted by one of the Parties, if necessary for the performance of the Contract, may be processed only in accordance with the subject matter of the Contract, to the extent specified in the Contract, for the term of the Contract and only in accordance with the requirements of applicable legal acts.

5.6. The Parties shall ensure that the employees specified in the Contract regarding contact persons are informed of their rights to transfer contact information related to them within the framework of employment relationships and to ensure the performance of their 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.

5.7. The Parties undertake not to transfer personal data provided by the other party to third parties. If the parties may be obliged to do so under applicable law, they shall inform the other party thereof before transferring personal data, unless prohibited by applicable law.

5.8. Each of the Parties is independently liable to the Data Subject for non-compliance with the provisions on the protection and processing of personal data and, if a party's liability is established, the party must satisfy the Data Subject's claims related to the personal data breach and its prevention, as well as pay the administrative penalties related to the personal data breach and compensate for the amounts of damages imposed by a court judgment.

5.9. The Parties undertake to destroy the personal data submitted by the other party as soon as the need for their processing ceases.

**6. Responsibility of the Parties**

6.1. The Parties are released from partial or complete failure to fulfil their obligations under the Contract if this were due to force majeure circumstances, namely circumstances that the Parties could neither foresee nor prevent by acting with due care. The Party is entitled to refer to these circumstances provided that it can be proven that the aforementioned circumstances were in effect and directly affected the fulfilment of the obligations under the Contract. In such a case, the term for fulfilling the obligations under the Contract is extended for the period during which these circumstances or their negative consequences are in effect.

6.2. The Party that cannot fulfil its obligations due to the occurrence of force majeure circumstances shall immediately, but not later than 5 (five) calendar days from the moment of occurrence of such circumstances, notify the other Party in writing thereof, indicating the reason for the non-fulfilment, delay or improper fulfilment of the obligations, the time of occurrence of the circumstances, the possible time of their action and termination, if such can be predicted. The facts indicated in the report must be proven by documents. Certificates and/or other documents issued by the Chamber of Commerce and Industry or another competent state institution shall be recognized as evidence of the occurrence of force majeure circumstances.

6.3. If a Party fails to notify the other Party of the occurrence of force majeure circumstances, or notifies it untimely, it loses the right to rely on these circumstances in the future.

6.4. After submitting and considering a notification of the occurrence of force majeure circumstances, the Parties shall decide whether the circumstances indicated in the notification can be considered obstacles to the performance of the obligations of the Contract caused by force majeure, and agree on actions to overcome the obstacles, eliminate or reduce their consequences.

6.5. Payment of the penalties provided for in the Contract does not release the guilty Party from the performance of its contractual obligations and cannot be a basis for termination of the Contract.

**7. Additional Provisions**

7.1. When resolving issues not provided for in the Contract, the Parties shall be guided by the legal norms of the Republic of Latvia. All disputes and disagreements arising in the course of the performance of the Contract shall be resolved through negotiations. If the disagreements cannot be resolved through negotiations, the dispute shall be resolved in a court in accordance with the applicable legal acts of the Republic of Latvia.

7.2. Supplements and amendments to the Contract are drawn up in writing and attached to the Contract as its integral part.

7.3. The Parties agree that any notice, request or other information or communication given or requested or permitted under the Contract shall be in writing and shall be deemed to have been given:

7.3.1. if delivered in person or by courier or delivery service provider on the date of actual delivery, as evidenced by the other party's acknowledgement of receipt of the document;

7.3.2. if sent by registered mail to the other party's address specified in the details of the Contract - on the seventh day after the date indicated on the postmark for acceptance or sending of the registered mail;

7.3.4. if sent by e-mail to the other party's e-mail address specified in the details of the Contract - on the date of sending.

7.4. In the cases specified in Clause 7.3 of the Contract, if documents are submitted in the above-mentioned manner on a day that is not a working day or after normal working hours, they shall be deemed to have been received on the next working day.

7.5. The Parties confirm that they understand the terms and conditions of the Contract and will conscientiously comply with it.

7.6. If one Party changes its legal status, location, bank details, etc., that Party will immediately notify the other Party by letter signed by a person with the right to represent the relevant Party.

7.7. The Contract shall enter into force upon its signing and shall remain in force until the Parties' obligations are fully fulfilled or until the Contract is terminated early, in accordance with the terms and conditions of the Contract.

**8. Details and Signatures of the Parties**

|  |  |
| --- | --- |
| **THE SELLER:**  SIA “LDZ CARGO”  Single registration No. 40003788421  Dzirnavu Street 147 k-1, Riga, LV-1050, Latvia  AS Luminor Bank  Account number: LV08RIKO0000082999854  SWIFT code: RIKOLV2X.  Communication: phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  A.Mikelsons\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  R.Freimanis\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **THE BUYER:**  Name / first and last name:  Registration No. / personal ID number:  Legal address / declared address:  Bank:  Account number:  SWIFT code:  Communication: phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  /……./\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annex 2 to the Regulations**

**Annex 1 to the draft contract**

**Characteristics of the Locomotives**

1. M62-1615

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| From the build | From GR | From VR | From TR-3 | From TR-1 | Body extension | Bogie extension |
| 11.1975 | 18.12.2007 |  | 09.11.2022 | 06.03.2024 | 01.11.2027 | |
| 2569043 km | 652970 |  | 48201 | 18099 |

1. M62-1202

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| From the build | From GR | From VR | From TR-3 | From TR-1 | Body extension | Bogie extension |
| 09.1971 | 29.10.1989 | 25.01.2001 | 06.07.2022 | 22.09.2023 | 08.2026 | 08.2027 |
| 1559656 km | 986654 km | 649854 | 57970 km | 250921 km |

**Annex 3 to the Regulations**

**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 the supervision of transactions of the subjects of the aforementioned law (including credit institutions of the Republic of Latvia), in order to prevent possible risks related to money laundering and the financing of terrorism and proliferation, **SIA “LDZ Cargo”** requests to submit the necessary information by filling out this form:

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

1. Registration number / similar value:

1. Country of registration:

1. Persons entitled to represent:

Name, surname, personal identification number of the person entitled to represent, if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year), citizenship (nationality) 1.

1. The Board of Directors:

Name, surname, personal identification number of the Chairperson of the Board / the Member of the Board, if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year), citizenship (nationality)1.

1. Council (if established):

Name, surname, personal identification number of the Chairperson of the Council / the Member of the Council, if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year), citizenship (nationality)1.

1. The true beneficiary (TB):

Within the meaning of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, the *true beneficiary* is a *natural person* who is the owner of a legal entity or who controls the client, or in whose name, for whose benefit, or in whose interests a business relationship is established or a transaction is carried out, and is at least:

1. a natural person who owns, directly or indirectly, more than 25% of the share capital or total number of voting shares of the client company;
2. a natural person who directly or indirectly controls the company’s activities;

Name, surname, personal identification number (if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year)), citizenship (nationality) 1, TB directly or indirectly owns more than 25% of the capital shares/voting shares of the total number of shares/voting shares of the legal entity.

I certify that, having used all possible means of investigation, it has been concluded that it is not possible to identify any natural person - the TB within the meaning of Section 1, Clause 5 of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and that there is no doubt that the legal entity has the TB.

It is impossible to determine the True Beneficiary because the cooperation partner is:

a derivative public person;

a direct administrative institution or indirect administrative institution;

a capital company controlled by the state or municipality;

a merchant whose shares are listed on a regulated market;

1. By signing this identification form, the Cooperation Partner certifies that all information provided and filled in on the identification form is true and complete.
2. By signing this identification form, the Cooperation Partner confirms that if the information specified in this form changes, the partner will inform the Company by sending the up-to-date information to e-mail: inese.stendzeniece@ldz.lv.

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