TRANSLATION OF THE DOCUMENT

"Electronic Auction Regulations (ID No REAL 2026/18) for the sale of fitting platforms, covered railcars, and conveyors"

1. General provisions

1.1. The auction regulations (hereinafter – the Regulations) determine the procedure for organizing the sale of movable property specified in Section 2.1 of the Regulations owned by Limited Liability Company LDZ CARGO, registration No.40003788421, legal address Dzirnavu street 147 k-1, Riga, LV-1050, Latvia (hereinafter – the Seller).

1.2. Method of sale – electronic auction with an ascending bids (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 **14 th September 2026 at 10:00**. The bidding period for the first auction lot (Lot No. 1) ends on **15 th September 2026 at 10:00**. The end of the bidding period for each subsequent lot is set at an interval of 10 (ten) minutes after the end of the previous lot.

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 the documents related to the Auction will 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.

1.8. The purchase agreement with the winning bidder shall be concluded in accordance with the procedure set forth in the Regulations and in accordance with the draft purchase agreement attached as Annex 1 to the Regulations. The terms of the purchase agreement may be mutually clarified prior to the signing of the agreement, provided that such clarifications are minor and relate to the formalization of the auction results.

1.9. The Regulations are prepared in the Latvian and English. In the event of any discrepancies, ambiguities, or differences in interpretation between the Latvian and English versions of the Regulations, the Latvian text shall prevail.

2. Information on Movable Property

2.1. The Seller is selling the following **used movable property** at auction:

- **114 (one hundred fourteen)** covered railcars (model 11-1807-01);
- **14 (fourteen)** covered railcars (model 11-270);
- **5 (five** covered railcars (model 11-276);
- **151 (one hundred fifty-one)** covered railcar (model 11-7038);
- **4 (four)** fitting platforms (model 13-1223);
- **170 (one hundred seventy)** fitting platforms (model 13-7024);
- **11 (eleven)** fitting platforms (model 13-935A;
- **50 (fifty)** fitting platforms (model 13-935A-01);
- **37 (thirty-seven)** fitting platforms (model 13-935A-04);
- **3 (three)** conveyors (model 14-6063), hereinafter referred to as "railcars".

2.2. Annex 3 to the Regulations specifies the characteristics of the railcars (model, number, year of manufacture, repairs). Information on railcar repairs and configurations is provided in accordance with the ADB PV accounting data from the railcar fleet's automated database.

2.3. The railcars are not subject to any encumbrances or liens.

2.4. The location of the railcars: The territory of Latvia (Information about the location of a specific railcar will be indicated in the purchase agreement). *(Railcars marked with "location LV 1 month" – as of the date of publication of these Regulations, are located outside territory of Latvia, and the planned return of such railcars to Latvia is after 1 (one) month from the date of publication of the Regulations. The Seller provides no warranty or representation that the railcars will be delivered to Latvia no later than 1 (one) month from the date of publication of these Regulations, therefore, the bidder must properly assess their participation in the auction before applying. The Seller does not compensate the bidder (buyer) for any costs and/or losses incurred in connection with the planned return of the railcars to Latvia, including any extension thereof).*

2.5. The railcars may be inspected at their location (Annex 3 to the Regulations), subject to prior agreement with the Seller's contact person (Section 9.1.1 of the Regulations) regarding the date, time, and exact location of the railcars. *(Railcars marked with "location LV 1 month" (located outside territory of Latvia) in Annex 3 of the Regulations can be viewed remotely using electronic communication means).*

2.6. The seller shall transfer and the buyer shall accept the railcars at their location - at a railway station in the territory of Latvia, based on their actual location at the time of purchase agreement conclusion/delivery.

2.7. All costs related to preparing the railcars for export, transporting the railcars from their current location, re-registration in the buyer's name, as well as, if necessary, the preparation of documents for the removal of the railcars from the territory of the Republic of Latvia (hereinafter "the **LV**") and/or the European Union (hereinafter "the **EU**"), shall be borne by the buyer.

2.8. A buyer registered in the LV must remove the railcars from the territory of the location of the railcards specified in Annex 3 of the Regulations no later than within **45 (forty-five) calendar days** after the purchase agreement has been signed by both parties. If there is a justified need (preparation of the railcars for export, repairs, etc.) the Seller and the buyer may agree to extend the deadline for the removal of the railcars, provided that from the **46th (forty-sixth) day** following the mutual signing of the agreement, the buyer shall pay the Seller the fee for the storage of the railcars as specified in the purchase agreement.

2.9. A buyer registered in another EU Member State or outside the EU must remove the railcars from the territory of the location of the railcars specified in Annex 3 of the Regulations and from the territory of LV or, respectively, from the territory of the EU no later than within **60 (sixty) calendar days** after the purchase agreement has been signed by both parties. If there is a justified need (preparation of the railcars for export from the LV or the EU, repairs, etc.) the Seller and the Buyer may agree to extend the deadline for the export of the railcars, provided that from the **61st (sixty-first) day** following the mutual signing of the agreement, the buyer shall pay the Seller the fee for the storage of the railcars as specified in the purchase agreement.

3. Auction Starting Price and Auction Bid Increment

3.1. The railcars are sold in **16 (sixteen)** lots.

3.2. The Auction starting price and the Auction bid increment:

Lot No.	Number of railcars and model	Auction Starting Price, EUR, excluding VAT	Auction Bid Increment, EUR
1.	**14 (fourteen)** covered railcars (model 11-270) **5 (five)** covered railcars (model 11-276)	**152 000**	100
2.	**50 (fifty)** covered railcars (model 11-1807-01)	**1 000 000**	100
3.	**74 (seventy-four)** covered railcars (model 11-7038)	**1 480 000**	100
4.	**3 (three)** conveyors (model 14-6063)	**60 000**	100
5.	**11 (eleven)** fitting platforms (model 13-935A); **26 (twenty-six)** fitting platforms (model 13-935A-01)	**740 000**	100
6.	**3 (three)** fitting platforms (model 13-1223)	**60 000**	100
7.	**54 (fifty-four)** fitting platforms (model 13-7024)	**1 080 000**	100
8.	**53 (fifty-three)** fitting platforms (model 13-7024)	**1 060 000**	100
9.	**48 (forty-eight)** covered railcars (model 11-1807-01)	**960 000**	100
10.	**65 (sixty-five)** covered railcars (model 11-7038)	**1 300 000**	100
11.	**37 (thirty-seven)** fitting platforms (model 13-935A-04)	**740 000**	100
12.	**24 (twenty-four)** fitting platforms (model 13-935A-01)	**480 000**	100
13.	**1 (one)** fitting platforms (model 13-1223) **22 (twenty-two)** fitting platforms (model 13-7024)	**460 000**	100
14.	**41 (forty-one)** fitting platform (model 13-7024)	**820 000**	100
15.	**12 (twelve)** covered railcars (model 11-7038)	**240 000**	100
16.	**16 (sixteen)** covered railcars (model 11-1807-01)	**320 000**	100

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 LV.

3.4. The Purchase Price shall be payable on the basis of the Seller's invoice within **10 (ten) calendar days** after the mutual signing of the agreement and the date of issuance of the Seller's invoice. The Parties may agree on the use of an escrow account, provided that all of the following conditions are met:

3.4.1. *the escrow account is opened with a credit institution registered in the LV or a branch of a foreign credit institution in LV;*

3.4.2. *the Purchase price for the railcars is credited to the escrow account within 10 (ten) calendar days after the mutual signing of the agreement and the date of issuance of the Seller's invoice;*

3.4.3. *the Purchase Price held in the escrow account is credited to the Seller's account no later than 1 (one) business day prior to the removal of the railcars from the location specified in Annex 3 of the Regulations.*

3.5. The Seller shall refund the value-added tax paid by the Buyer (non-resident) within 5 (five) business days following the date on which the Seller receives the documents (SMGS railway consignment note and/or CMR international consignment note, export customs declaration) confirming the removal of the railcars from the territory of the LV and/or the EU.

4. Announcement of the Auction

4.1. The Seller publishes 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 EU or in a country outside the EU (except for the Russian Federation and the Republic of Belarus).

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

5.3. The Commission Secretary **shall not** authorize as a participant in the Auction any person to whom any of the following conditions apply:

5.3.1. insolvency proceedings have been initiated against the Auction participant, its business operations have been suspended or terminated, or it is being liquidated;

5.3.2. the Auction participant is subject to international or national sanctions, or to sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization which significantly affect financial and capital market interests.

5.4. The Commission Secretary **has the right not to authorize** for the Auction a participant to whom any of the following conditions apply:

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

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

5.4.3. if there are other valid obstacles to authorizing a bidder to participate in 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 (specified in Clause 9.1.2 of the Regulations) **by 11 September 2026 at 10.00**:

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

5.5.1.1. an application for participation in the auction in accordance with Annex 2 to the Regulations (signed with a secure electronic signature);

5.5.1.2. 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 indicated in the public database of the Commercial Register of the Republic of Latvia who has separate representation rights.

5.5.1.3. The Cooperation Partner identification form for legal entities completed in accordance with Annex 4 to the Regulations (signed with a secure electronic signature).

5.5.2. For legal entities registered in another country:

5.5.2.1. an application for participation in the auction in accordance with Annex 2 of the Regulations (signed in PDF format with a secure electronic signature, specifying the website for verifying the authenticity of the signature);

5.5.2.2. a copy of the registration certificate;

5.5.2.3. the articles of association and/or the decision of the founder (participants/shareholders) on the appointment of members of the executive body of the legal entity with separate representation rights;

5.5.2.4. a certificate issued by a competent authority in the country where the applicant is registered, confirming that the applicant has no tax debts in the respective country (including compulsory state social insurance contribution debts) which in total exceed EUR 150;

5.5.2.5. a document issued by a competent authority confirming the representation rights and their scope (or another confirmation), if the laws and regulations of the respective 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 verifying the authenticity of the signature);

5.5.2.6. the Cooperation Partner identification form for legal entities completed in accordance with Annex 4 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. – 5.5.2.6. 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 to participate 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 applicants, the Commission secretary authorizes the Auction participant using the EAW or informs the applicant of refusal of 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. Auction Procedure

6.1. The Auction bidding period is specified in Clause 1.5 of the Regulations.

6.2. The Auction bidding time for a 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 places their bid. Extension of the closing time of one lot (due to last-minute bids) does not affect or postpone the bidding closing times of subsequent lots.

6.3. After the end of the Auction, the EAW displays the bidding time and the highest bid amount. The Auction time is extended until 13:00 on the next working day if bidding was not possible during the last 10 minutes before the Auction closing due to EAW malfunctions.

6.4. After the end of the Auction, the Commission secretary prepares minutes on the Auction result, attaching the data received from the EAW on the Auction bids and the bidder. The minutes are 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 railcar.

6.6. **The Auction shall be declared not to have taken place if:**

6.6.1. no participant has registered for the Auction;

6.6.2. no registered participant bids the Auction starting price;

6.6.3. information is received regarding significant legal or technical defects of the Auction object which were not known before the start of the Auction and which could affect potential participants' ability to make an informed decision on participating 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 Organisation that significantly affect financial and capital market interests, have been applied to 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 Auction closing, a notification 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 organization of the Auction. The Commission shall provide a written response within 3 (three) working days from the date of receipt of the claim.

7.2. No later than within 10 (ten) working days after the closing of the Auction, the Commission shall submit the Auction minutes to the Seller's Management Board for approval.

7.3. Only after the Auction results have been approved by the Seller's Management Board does the Successful Bidder or the Auction participant referred to in Clause 7.6 of the Regulations acquire the right to purchase the railcars. The Auction minutes approved by the Seller's Management Board constitute the basis for preparing and signing the purchase agreement for the railcars.

7.4. The Seller shall inform the Successful Bidder of the decision adopted by the Seller's Management Board, by sending the draft agreement and invite the Successful Bidder to conclude the purchase agreement for the railcars (Annex 1 to the Regulations) within 5 (five) working days.

7.5. If the Successful Bidder has not signed the purchase agreement within 10 (ten) working days from the date on which the draft agreement was sent, the Seller has the right to consider that the Successful Bidder has refused to purchase the railcars.

7.6. In the case referred to in Clause 7.5 of the Regulations, the Commission shall invite the bidder with the next highest bid to conclude the purchase agreement for the railcars at the price offered by that bidder in the Auction. If this Auction participant agrees, Commission minutes shall be prepared, indicating the said circumstances, and the minutes shall be submitted to the Seller's Management Board for approval. If the Commission minutes are approved by the Management Board, the purchase agreement for the railcars shall be concluded with the Auction participant indicated in the Management Board's decision.

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

8.1. After the purchase agreement for the railcars has been signed by both parties, the Seller shall, in accordance with the terms of the purchase agreement, issue an invoice to the Buyer for the acquisition of the railcars, 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 – Nikolajs Dokučajevs**, phone No. (+371) 25749717, e-mail address: Nikolajs.Dokucajevs@ldz.lv;

9.1.2. **Concerning organizational issues and EIV-related matters of the auction– Kristīne Ozola,** phone No. (+371) 20001586 and **(from 07.09.2026.) Inese Stendzeniece**, phone No. (+371) 25719192, e-mail: iepirkumi.cargo@ldz.lv.

The following Annexes are attached to the Regulations and form an integral part thereof:
Annex 1 – Draft Agreement;
Annex 2 – Application Form;
Annex 3 – Technical Specification of the railcars;
Annex 4 – Cooperation Partner Identification and Questionnaire Form for Legal Entities.

Annex 1 to the Regulations
DRAFT

The provisions of the draft agreement may be mutually clarified before signing the final Agreement with the successful bidder, provided that such clarifications are related to documenting the auction results and are not considered material amendments within the meaning of the Auction Regulations.

Purchase Agreement No. -________

Riga, __________ 2026
or *the agreement date is 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 authorisation No. ______ of ____ June 2026 by the Chairman of the Management Board __________ and Management Board Member _________________, on the one part, and ______________________, registration No. _________ (hereinafter – the Buyer), represented by its ______________ acting on the basis of _____________, on the other part, both jointly – the Parties, enter into this purchase agreement (hereinafter – the Agreement).

1. Subject Matter of 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: ________________ (hereinafter – the **Property**), which the Buyer has acquired in the auction organized by the Seller on _______ 2026 ____________ (held on the electronic auction website http://auctioncargo.ldz.lv).

1.2. Brief description of the Property is provided in Annex 1 of the Agreement.

1.3. Before signing this Agreement, the Buyer has fully familiarized itself with the actual and technical condition of the Property, has recognized it as 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 claims or complaints against the Seller in the future in connection with the condition of the Property.

1.4. The Parties confirm that they are aware of the value of the Property and waive the right to make mutual claims for cancellation of the Agreement or amendment of the purchase price due to excessive loss.

2. Purchase Price and Payment Terms

2.1. The purchase price for the Property is _____ EUR (_______________), plus value added tax (VAT) _________ EUR (___________), (hereinafter referred to as the "**Purchase price**").

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 signing of the Agreement by transferring it to the Seller's account – SIA "LDZ CARGO", unified registration number 40003788421, Luminor Bank AS Latvian branch, account No. LV08RIKO0000082999854. The date of payment of the Purchase price shall be deemed to be the date on which the amount specified in the invoice is credited to the Seller's account. (*Minimum requirements for the escrow account: If the payment of the Purchase price is made using an escrow account*:

2.2.1. the escrow account is opened with a credit institution registered in the LV or a branch of a foreign credit institution in LV;

2.2.2. the Purchase price shall be deposited into the escrow account no later than within **10 (ten) calendar days** after the date of mutual signing of the Agreement;

2.2.3. the Purchase price shall be credited to the Seller's account specified in Clause 2.2 of the Agreement no later than **1 (one) business day** prior to the removal of the Property from the territory of the location of the Property specified in Annex 1 of the Agreement.

2.3. In the event of a delay in the payment deadline (Clause 2.2 of the Agreement) for the Purchase price (Clause 2.1 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. (*In the case of an escrow account, the clause shall be supplemented as follows: The Seller shall prepare the Property for transfer to the Buyer after the purchase price has been credited to the Seller's account in full*).

2.4. All costs related to preparing the railcars for export, transporting the railcars from their current location (Annex 1 of the Agreement), re-registration in the buyer's name, as well as, if necessary, the preparation of documents for the removal of the railcars from the territory of the Republic of Latvia and/or the European Union, shall be borne by the buyer.

2.5. 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.

2.6. 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 issuance of the invoice. Any payments arising from this Agreement shall be credited in accordance with the provisions of Article 1843 of the Civil Law, i.e., the payment shall first be credited towards unpaid interest and then towards the settlement of the principal debt.

2.7. (*If applicable*) The Seller shall refund the value-added tax paid by the Buyer (non-resident) within 5 (five) business days following the date on which the Seller receives the documents (SMGS railway consignment note and/or CMR international consignment note, export customs declaration) confirming the removal of the railcars from the territory of the Republic of Latvia and/or the EU.

3. Property acceptance and handover procedure

3.1. The Seller shall transfer and the Buyer shall accept the Property at the current location (Annex 1 of the Agreement).

3.2. The Seller shall transfer the Property to the Buyer only after the full Purchase price has been credited to the Seller's account, upon mutual agreement regarding the time, exact location, and manner of transfer of the Property (in installments or in a single transaction). The transfer and acceptance of the Property shall be documented by the Parties signing the Property Transfer and Acceptance deed. The Seller shall transfer the Property to the Buyer together with the technical documentation.

3.3. The Seller authorizes the following person to handle, on the Seller's behalf, all matters related to the performance of this Agreement and to sign the Property Acceptance and Transfer deed referred to in Clause 3.2 of the Agreement: [Name, phone ______, cell ________, fax: _________, email: ________].

3.4. The Buyer authorizes the following person to handle, on the Buyer's behalf, all matters related to the performance of this Agreement and to sign the Property Acceptance and Transfer deed referred to in Clause 3.2 of the Agreement: [Name, phone ______, cell ________, fax: _________, email: ________].

4. Obligations and Liability of the Parties

4.1. The Buyer undertakes to accept the Property and sign the Property Transfer and Acceptance deed in accordance with the terms of the Agreement.

4.2. A Buyer registered in the Republic of Latvia (hereinafter – the LR) shall remove the Property from the territory of the location of the Property specified in Annex 1 of the Agreement no later than within **45 (forty-five) calendar days** after the mutual signing of the Agreement. In the event of a justified necessity (repair of the Property, other justified reasons), the Seller and the Buyer may agree on the extension of the deadline for the removal of the Property, provided that starting from the **46th (forty-sixth) day** after the mutual signing of the Agreement, the Buyer shall pay the Seller a storage fee for the Property in the amount of EUR 1.50 (one euro and 50 cents) per day for each railcar.

4.3. A Buyer registered in another EU member state or outside the EU shall remove the Property from the territory of the location of the Property specified in Annex 1 of the Agreement no later than within **60 (sixty) calendar days** after the mutual signing of the Agreement. In the event of a justified necessity (repair of the Property, other justified reasons), the Seller and the Buyer may agree on the extension of the deadline for the removal of the Property, provided that starting from the **61st (sixty-first) day** after the mutual signing of the Agreement, the Buyer shall pay the Seller a storage fee for the Property in the amount of EUR 1.50 (one euro and 50 cents) per day for each railcar.

4.4. From the moment of signing the Property acceptance-transfer deed, the Buyer is responsible for compliance with the requirements of laws and regulations regarding the operation of the Property, maintenance of its technical condition and traffic safety, and fully assumes all risks related to damage to or loss of the Property due to culpable acts or omissions by the Buyer or other persons.

4.5. The Buyer represents and warrants that it:

4.5.1. will comply with the laws and regulations of the Republic of Latvia, the European Union and the United Nations, including laws, regulations, decisions and resolutions, which include and/or are related to the application of sanctions and other restrictions concerning a number of persons, jurisdictions and territories, including but not limited to Iran, Syria, North Korea, Crimea and North Sudan;

4.5.2. will not enter into, will terminate and will not maintain business relations with persons who violate the sanctions and restrictions referred to in Clause 4.5.1 of the Agreement;

4.5.3. upon the Seller's first written request, within the term and in the format specified therein, will submit information and documents related to the Buyer's economic and professional activities in order to confirm sanctions compliance.

4.6. The Buyer is aware of and agrees that in the event of a violation of the provisions of Clause 4.5 of the Agreement:

4.6.1. Pārdevējam 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 laws and regulations and in any other existing contractual relations with the Buyer;

4.6.2. the Buyer is fully liable and undertakes to cover all losses incurred by the Seller as a result of such breaches due to the Buyer's fault.

4.7. Payment of the contractual penalty and default interest specified in the Agreement shall not release the Buyer from the obligation to compensate losses and to fulfil the obligations set out in the Agreement.

5. Dispute Resolution

5.1. The obligations of the Parties arising from the Agreement shall be governed by the laws and regulations of the Republic of Latvia.

5.2. 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.

5.3. Each Party is entitled to send a written claim to the other Party in accordance with the procedure set out in Clause 11.3 of the Agreement. The claim must be reasoned and supported by documents. The Parties agree that claims shall be reviewed within no more than 10 (ten) days from the moment of receipt.

5.4. If, within 1 (one) month from the moment the dispute arises, the Parties cannot agree on resolving the dispute through negotiations, the dispute shall be resolved by a court of the Republic of Latvia in accordance with the procedure established by the laws and regulations of the Republic of Latvia.

6. Term of the Agreement and Termination

6.1. The Agreement shall enter into force on the date of its mutual signing and shall remain in force until **31.01.2027.** With respect to unfulfilled obligations of the Parties, claims for damages, and payment of contractual penalties, the Agreement shall remain in force until the Parties have fully and properly fulfilled the obligations arising from the Agreement. The Parties shall have the right to agree in writing on the extension of the term of the Agreement if there is a justified reason for doing so (agreement of the Parties on the extension of the deadline for the removal of the Property, other justified reasons).

6.2. The Agreement may be terminated by mutual written agreement of the Parties.

6.3. The Seller is entitled to terminate the Agreement unilaterally in any of the following cases:

6.3.1. if insolvency proceedings have been declared against 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";

6.3.2. if performance of the Agreement is impossible because international or national sanctions, or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organisation that significantly affect financial and capital market interests, have been applied to the Buyer;

6.3.3. The Buyer has not paid the Purchase Price within the term and amount specified in the Agreement, and such delay exceeds 5 (five) business days.

6.4. If the Agreement is terminated in accordance with Clauses 6.3.1 and/or 6.3.3 of the Agreement, the Seller shall send the Buyer written notice thereof in accordance with the procedure set out in Clause 11.3 of the Agreement, and the Agreement shall be terminated immediately.

7. Confidentiality

7.1. The terms of the Agreement, as well as information related to the cooperation of the Parties or obtained by the Parties as a result of performance of the Agreement, shall be considered the Parties' trade secret and may not be disclosed to third parties without the prior written consent of the other Party during the term of the Agreement and thereafter. 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.

7.2. The Party receiving information containing the other Party's trade secret undertakes to use such information solely for the purpose specified in Clause 1.1 of the Agreement, respecting the Parties' commercial interests and this confidentiality obligation.

7.3. The Buyer is not entitled, without the Seller's prior consent, to process information received from the Seller within the framework of performance of the Agreement using artificial intelligence or machine learning tools where the Seller's information is transferred, stored, processed or becomes accessible outside the environment controlled by the Seller. Such action shall be deemed unauthorized transfer of information to third parties and a breach of the Agreement.

8. Personal Data Protection

8.1. The Parties confirm that they have been informed that personal data submitted by one Party, if necessary for performance of the Agreement, may be processed only in accordance with the subject matter of the Agreement, to the extent specified in the Agreement, for the term of the Agreement, and only in accordance with the requirements of applicable laws and regulations.

8.2. The Parties shall ensure that the employees indicated in this Agreement as contact persons are informed about the right to transfer contact information related to them within the framework of employment relationships and for ensuring the performance of official duties, as well as about the rights of employees as data subjects in accordance with applicable laws and regulations in the field of personal data protection.

8.3. The Parties undertake to ensure a level of protection for personal data submitted by the other Party that complies with applicable laws and regulations.

8.4. The Parties undertake not to transfer personal data submitted by the other Party to third parties. If, in accordance with applicable laws and regulations, the Parties may have such an obligation, they shall inform the other Party thereof before transferring the personal data, unless prohibited by applicable laws and regulations.

8.5. Each Party shall be independently liable to the data subject for non-compliance with personal data protection and processing Regulations and, if the Party's liability is established, the Party shall satisfy the data subject's claims in connection with the personal data breach and its remediation, as well as pay administrative fines related to the personal data breach and compensate the amounts of losses awarded by a court judgment.

8.6. The Parties undertake to destroy personal data submitted by the other Party as soon as the need to process such data ceases.

9. Business Ethics

9.1. By signing the Agreement, the Buyer confirms that it has familiarized itself with the *Business Ethics Basic Principles 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 strictly observing them itself and to ensure that they are also observed by its employees and subcontractors involved in the performance of the Agreement.

9.2. The Buyer is 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 to the extent provided for by the laws of the Republic of Latvia.

9.3. If, in the course of 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 value, property-related or other benefit to any persons with the aim of achieving the adoption of certain unlawful decisions, obtaining unlawful benefits or advantages, or achieving another selfish purpose in the personal interests of the employee, the Seller or any other persons, the Buyer is obliged to immediately inform the Security Directorate of the parent company of the "Latvijas dzelzceļš" Group by using the reporting options on the Group's website at **www.ldz.lv**. The notification must include information, facts or materials that credibly indicate the above-mentioned actions or provide reasonable grounds for suspicion of such actions. “Latvijas dzelzceļš” guarantees that the information will be evaluated comprehensively and objectively 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.

10. Force Majeure Circumstances

10.1. 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, or similar circumstances – the deadlines for performance of the contractual obligations shall be extended by the Parties accordingly for the duration of such circumstances.

10.2. The Party for whom performance of the contractual obligations has become impossible shall notify the other Party in writing of the commencement and end of the above-mentioned circumstances, submitting relevant evidence, no later than within 5 (five) working days.

10.3. If, due to force majeure circumstances, performance of the Agreement is impossible for more than 30 (thirty) days, each Party has the right to terminate the Agreement unilaterally. If the Agreement is terminated in this manner, neither Party has the right to claim compensation for losses from the other Party.

11. Other Provisions

11.1. Any amendments and additions to the Agreement shall be made in writing and, after being signed by both Parties, shall be attached to this Agreement as an integral part thereof.

11.2. The Buyer is not 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.

11.3. 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:

11.3.1. has been submitted in person or delivered by a courier or delivery service provider – on the actual delivery date, as confirmed by the other Party’s acknowledgement of receipt of the document;

11.3.2. has been sent by registered mail to the other Party’s legal address – on the seventh day after the date indicated on the postal institution’s stamp confirming acceptance of the registered item for sending;

11.3.3. has been sent to the other Party’s e-mail address indicated in the Agreement details – on the next business day after they are sent.

11.4. In the cases referred to in Clause 11.3 of the Agreement, if documents have been submitted in accordance with the above on a day that is not a working day or after normal working hours, they shall be deemed received on the next working day. For the purposes of this Agreement, a working day is a day from Monday to Friday, except where the respective day is a day off or public holiday under the laws and regulations of the Republic of Latvia.

11.5. Reorganization of the Parties or a change of their managers may 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 the Party.

11.6. Matters not regulated in this Agreement shall be resolved by the Parties in accordance with the laws and regulations in force in the Republic of Latvia.

11.7. If the details indicated in Section 12 of the Agreement change for either Party, that Party shall immediately notify the other Party by letter signed by a person authorised to represent the respective Party.

11.8. The Agreement has been prepared in Latvian (with an English translation, if necessary) as an electronic document and, together with Annex 1, signed with a secure electronic signature containing a time stamp. The date of signing of the Agreement is the date of the last attached secure electronic signature and its time stamp.

12. Details and Signatures of the Parties

Seller: **Limited Liability Company LDZ CARGO** Registration No. 40003788421 VAT registration No. LV40003788421 Legal address: Dzirnavu iela 147 k-1, Riga, LV-1050, Latvia Bank details: AS Luminor Bank Latvian branch Account No. LV08RIKO0000082999854 SWIFT code: RIKOLV2X Means of communication: Phone:____________ 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: ___________ Means of communication: Phone: ____________ E-mail: _______________
/……/ __________________ /…..../ _________________	/……./________________________

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

Annex 2 to the Regulations

Location, ___.09.2026.
Nr.________

APPLICATION FOR PARTICIPATION IN THE AUCTION

"Electronic Auction (ID No REAL 2026/18) for the sale of fitting platforms, covered railcars, and conveyors"

Auction participant:

Name	
Registration Number	
Country of Registration	
Registered Address	
Credit Institution Details	
Phone number	
Email address (for communication and receiving correspondence):	
First and last name and position of the Auction participant's official or authorized representative, who will sign the purchase agreement and the document that proves the right of representation (power of attorney, statutes, other document)	
First and last name and position of the Auction participant's official or authorized representative	

by submitting this application, Auction participant applies to participate in:

"Electronic Auction (ID No REAL 2026/18) for the sale of fitting platforms, covered railcars, and conveyors" organized by Limited Liability Company LDZ CARGO, registration No.40003788421, legal address Dzirnavu street 147 k-1, Riga, LV-1050, Latvia (hereinafter – SIA "LDZ CARGO").

Type of participation: online on the electronic auction website http://auctioncargo.ldz.lv (hereinafter – the EAW).

The Auction participant certifies that:

- has read the Auction Rules and their appendices and agrees to all the requirements set forth in the Auction Rules and their appendices;
- has read the terms of use for EAW;

- undertakes to comply with the terms of the purchase agreement attached as Annex 1 to the Auction, provided that the Bidder is declared the winner of the Auction in accordance with the procedure set forth in the Auction Rules;
- The applicant has not been found guilty by a court judgment of participation in a criminal organization, corruption, financial fraud, or money laundering, and no violations of professional conduct have been established in accordance with the law during the three years preceding the date of submission of the application, nor has the applicant been declared insolvent, is not in the process of liquidation, has not had its business operations suspended or terminated, and has no outstanding debts for taxes or mandatory state social insurance contributions;
- As of the date of submission of this application, the Auction participant has no outstanding debts to SIA " LDZ CARGO";
- The Auction participant is not subject to any international or national sanctions, nor to any sanctions or restrictions imposed by a member state of the European Union or the North Atlantic Treaty Organization that significantly affect financial and capital market interests, including that members of the Auction participant's board of directors, members of the supervisory board, beneficial owners, authorized representatives, and agents are not subject to international or national sanctions, sanctions and restrictions imposed within the framework of sanctions by a member state of the European Union or the North Atlantic Treaty Organization that significantly affect financial market interests;
- The Auction participant agrees to immediately notify SIA "LDZ CARGO" in writing if this certification applies to the Applicant, a member of the Auction participant's board of directors or supervisory board, a beneficial owner, an authorized representative, or a proxy, the sanctions referred to in the preceding paragraph of this certification, as well as any other international or national sanctions;
- The Auction participant has attached the documents referred to in Section 5.5 of the Auction Rules to this application;
- agrees that SIA "LDZ CARGO" will use the following contact information to communicate with the Bidder regarding the progress of the Auction: ______________________________(email address, phone number).

Date
Name, surname, and title of the applicant's official or authorized representative
Signature

Annex 4 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 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.