

**SERVICE AGREEMENT
ON THE PROVISION OF HEALTH INSURANCE SERVICES IN ESTONIA**

between

RB Rail AS Eesti filiaal

and

IF P&C INSURANCE AS

Contract registration number	Insurer: TK000156916 Policyholder: 1.19/EE-2022-1
CEF ¹ Agreement No	CEF 1: INEA/CEF/TRAN/M2014/1045990 PISM Activity No 23 (A23) CEF 2: INEA/CEF/TRANS/M2015/1129482 PISM Activity No 18 (B18) CEF 3: INEA/CEF/TRANS/M2016/1360716 PISM Activity No 9 (C09) CEF 6s: INEA/CEF/TRAN/M2019/2098304 PISM Activity No 9 (D09) CEF 6w: INEA/CEF/TRAN/M2019/2098073 PISM Activity No 11 (E11) Further CEFs
Procurement procedure identification No	RBR 2021/20

Riga, 2021

¹ Grant Agreement under the Connecting Europe Facility

SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE SERVICES IN ESTONIA

This SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE SERVICES IN ESTONIA, together with all Annexes thereto (the "Agreement"), is entered into on THE DATE INDICATED ON THE TIMESTAMP OF THE LAST SIGNATURE OF THE DOCUMENT (the "Effective Date"), by and between:

RB Rail AS Eesti filiaal, registration No 14168654, legal address at Harjumaa, Tallinn linn, Endla tn 16, 10142 (the "Policyholder"), represented by Director of Estonian Branch Priit Sauk acting on the basis of Regulations on Representation Rights, dated 17 May 2021, on the one side,

and

IF P&C INSURANCE AS, a company registered in Estonia with registration No 10100168, having its registered address Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 8a, 11415 (the "Insurer"), represented by [●] acting on the basis of power of attorney [●] dated [●], on the other side,

WHEREAS:

- (A) this Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (B) the Policyholder has organised the procurement procedure HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES identification No RBR 2021/20, divided into three parts: Part No 1 "Health insurance for RB Rail AS employees in Estonia", Part No 2 "Health insurance for RB Rail AS employees in Lithuania" and Part No 3 "Health insurance for RB Rail AS employees in Latvia" (the 'Procurement');
- (C) In the Procurement Insurer's tender proposal for Part No 1 "Health insurance for RB Rail AS employees in Estonia" of the Procurement (the 'Proposal' enclosed to this Agreement as *Annex B: Insurer's Technical Proposal, Annex C: Insurer's Financial Proposal*) was selected as the winning bid in Part No 1 "Health insurance for RB Rail AS employees in Estonia" of the Procurement;
- (D) this Agreement is co-financed from the Connecting Europe Facility (CEF), CEF Agreement No CEF 1: INEA/CEF/TRAN/M2014/1045990, PISM Activity No 23 (A23); CEF 2: INEA/CEF/TRANS/M2015/1129482, PISM Activity No 18 (B18); CEF 3: INEA/CEF/TRANS/M2016/1360716, PISM Activity No 9 (C09); CEF 6s: INEA/CEF/TRAN/M2019/2098304, PISM Activity No 9 (D09); CEF 6w: INEA/CEF/TRAN/M2019/2098073, PISM Activity No 11 (E11) and other recently signed Grant Agreements or future Grant Agreements to be signed.

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. The Insurer shall provide health insurance of the Policyholders specified employees in Estonia, in accordance with the Agreement, and in particular, Technical Specification (*Annex A: Technical Specification*), the Proposal (*Annex B: Insurer's Technical Proposal, Annex C: Insurer's Financial Proposal*) (the "Service").
- 1.2. Following the Effective Date, but no later than three (3) working days before the validity period of the respective policy under Clause 2.1, the Policyholder shall prepare and submit to the Insurer a list of Policyholders employees to be insured under the Agreement indicating the name, surname, personal code, and the health insurance program of each of the Policyholders employee to be insured or other information as agreed by the Parties.
- 1.3. Upon the receipt of the list of Policyholders employees under Clause 1.2, but in any case no later than within three (3) working days following the start of the validity period of the respective policy under Clause 2.1, the Insurer shall deliver the health insurance policy in compliance with the Agreement (the "Policy") to the Policyholder, which shall become an integral part of this Agreement, together with the insurance terms and the respective insurance program for all the employees specified by the Policyholder under the Agreement.

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- 1.4. The terms and conditions of the Policy shall not be contrary to the terms and conditions of this Agreement. In case of contradiction or discrepancies, the terms and conditions of the Agreement shall prevail.
- 1.5. Taking into account that the employees of the Policyholder may change throughout the term of the Agreement, the Policyholder is entitled to change the insured employees from time to time by informing the Insurer in writing in accordance with the terms of the Agreement.

2. VALIDITY PERIOD AND VALIDITY OF THE AGREEMENT

- 2.1. This Agreement shall enter into force upon the Effective Date and shall remain valid throughout the validity period of the Policy. It is envisaged that the Policyholder shall procure the Services from the Insurer for two (2) consecutive twelve (2) month periods. **The validity period of each Policy following the Technical Specification shall be for twelve (12) months, twenty-four (24) hours per day starting from 4 January 2022 at 0:00 o'clock until 3 January 2023 at 23:59 o'clock (Eastern European time) and starting from 4 January 2023 at 0:00 o'clock until 3 January 2024 at 23:59 o'clock (Eastern European time).**
- 2.2. Upon mutual agreement, the Parties shall be entitled to terminate this Agreement at any time.
- 2.3. The Policyholder shall be entitled to unilaterally terminate this Agreement immediately upon giving the Insurer a written notice of termination, if:
 - 2.3.1. the Insurer does not provide the Services in compliance with the terms of the Agreement and/or otherwise materially violates the terms of the Agreement and such violation (if it can be remedied) is not remedied within fifteen (15) days after the relevant written notice has been sent to the Insurer;
 - 2.3.2. liquidation, bankruptcy, insolvency or legal protection proceedings have been initiated against the Insurer;
 - 2.3.3. a licence for performance of health insurance services has been annulled for the Insurer and/or the Insurer is no longer entitled to provide health insurance services within Estonia according to the applicable laws of Estonia;
 - 2.3.4. CEF Co-financing for further financing of the Services are not available to the Policyholder fully or partly;
 - 2.3.5. it is not possible to execute the Agreement due to the application of international or national sanctions, or European Union or North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market;
 - 2.3.6. upon occurrence of any event further described under Section 64 of the Public Procurement Law.
- 2.4. The Insurer shall be entitled to terminate the Agreement unilaterally by notifying the Policyholder in writing at least ten (10) days in advance, if the Policyholder has not paid more than two invoices of the Insurer in compliance with the Agreement and the Insurer is not responsible for non-payment of such invoices and the Policyholder has not remedied such violation within ten (10) days after the relevant written notice has been sent to the Policyholder.
- 2.5. The Policyholder upon its sole discretion has the right to terminate the Agreement unilaterally at any time by notifying the Insurer in writing at least three (3) months in advance.
- 2.6. Upon termination of the Agreement under Clauses 2.3, 2.4 and 2.5 of the Agreement, the Insurer shall pay back to the Policyholder a part of the Premium for the Policyholders insured employees at the time of termination proportionate to the unused validity period of the Policy, without deducting administrative expenses. The part of Premium to be paid back according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded down to the nearest whole number. The respective payment shall be made immediately, but not later than upon the termination of the Agreement.
- 2.7. The Policyholder may request to prolong the validity period of the Policy for additional period in total not exceeding 10% (ten percent) from the amount referred to in Clause 3.1 of this Agreement.

3. TOTAL AMOUNT AND PREMIUM

- 3.1. The Policyholder shall pay to the Insurer the insurance premium (the "Premium") in the amount indicated in Proposal and according to the terms of the Agreement for the time period when each Policyholders employee is insured under the Policy. The Premium shall include all expenses in relation to the provision of the Service and be exclusive of VAT.
- 3.2. The total amount of Premium for all of the Policyholders insured employees throughout the term of the Agreement shall not exceed the total amount of the Agreement **50 000,00 EUR (fifty thousand euros, 00 cents), excl. VAT.**

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- 3.3. The Policyholder shall pay the Premium, within thirty (30) calendar days from the day of receipt of the invoice issued by the Insurer, to the current account specified in the invoice. The Insurer shall invoice the Policyholder upon the issuance of the Policy under Clause 1.3 and in each case after effecting the health insurance of the new employees upon the Policyholders' request under Clause 4.1.7.
- 3.4. The Insurer's invoices shall contain the following Policyholder's details and details about the Agreement:

Insurer	If P&C Insurance AS
Registration No	10100168
VAT payer's No or indication that the Insurer is not a VAT payer	EE100305320
The Policyholder's VAT No	EE101957188
Legal address (street, house, area, country, postcode)	Harju maakond, Tallinn, Lasnamäe linnaosa, Löötsa tn 8a, 11415
Name of Bank (legal name)	[●]
Bank SWIFT Code	[●]
IBAN	[●]
	For provided services according to the Agreement No: CEF 1: INEA/CEF/TRAN/M2014/1045990, PISM Activity No 23 (A23); CEF 2: INEA/CEF/TRANS/M2015/1129482, PISM Activity No 18 (B18); CEF 3: INEA/CEF/TRANS/M2016/1360716, PISM Activity No 9 (C09); CEF 6s: INEA/CEF/TRAN/M2019/2098304, PISM Activity No 9 (D09); CEF 6w: INEA/CEF/TRAN/M2019/2098073, PISM Activity No 11 (E11) and further CEFs. Contract Manager: [●].

- 3.5. The day on which the payment made by Policyholder is registered with the bank shall be deemed to be the day of execution of the payment (payment date).
- 3.6. The Insurer shall send the invoice to the Policyholder electronically to the following e-mail address: invoices@railbaltica.org. The Parties agree that the invoices should be submitted only electronically and that the invoice should not contain the requisite "signature".

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. The Policyholder shall:
- 4.1.1. comply with the terms and conditions of the Agreement;
 - 4.1.2. undertake to provide the Insurer with all information necessary for fulfilment of the Agreement, including the list of Policyholders employees to be insured and any further amendments thereto;
 - 4.1.3. pay the Premium referred to in Clause 3.1 of this Agreement, in accordance with the terms and conditions of this Agreement;
 - 4.1.4. be entitled to request the Insurer to provide information related to the provision of the Services and the performance of the Agreement;
 - 4.1.5. be entitled to attract expert for evaluation of the insured event;
 - 4.1.6. inform the Policyholders insured employees about the terms of the Policy and to hand out the insurance terms and the respective insurance program to the employees following the receipt from the Insurer;
 - 4.1.7. be entitled to request the Insurer to suspend the health insurance of the insured employees who are no longer employed by the Policyholder and/or to effect the health insurance for new employees who have started their employment with the Policyholder. The Policyholder shall inform the Insurer in writing respectively by specifying the insured employee for which the health insurance should be suspended or the new employee for which the health insurance should be effected, indicating the name, surname, personal code, and the health insurance programme for the latter or other information as agreed by the Parties.
- 4.2. The Insurer shall:
- 4.2.1. ensure that each Policy is effective throughout the validity period according to Clause 2.1 and provide the Services, in accordance with the Agreement, and in particular, the Technical Specification and the Proposal;

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- 4.2.2. precisely comply with and fulfil the provisions of the Agreement in a timely manner;
- 4.2.3. pay the insurance indemnity, in accordance with the amount, procedure and terms set in the Policy, this Agreement and the applicable law;
- 4.2.4. in case of occurrence of the insured event, make a decision regarding disbursement of the insurance indemnity and disburse the insurance indemnity within thirty (30) calendar days after the day of receipt of all necessary documents, which prove the occurrence of the insured event and the amount of losses;
- 4.2.5. upon the Policyholder's request to provide the Policyholder with information related to the provision of the Services and performance of the Agreement;
- 4.2.6. In case of termination of the Policy in accordance with the procedure referred to in Clause 2.6 of the Agreement pay back a part of the unused Premium according to Clause 2.6;
- 4.2.7. provide that the insurance conditions (attached as part of the Proposal) remain unchanged for the whole validity period of the Agreement, if the Policyholder does not consent otherwise;
- 4.2.8. immediately, but not later than on the following working day after receiving the Policyholders written request per Clause 4.1.7, to effect the health insurance for new employees who have started their employment with the Policyholder and/or to suspend the health insurance of the insured employees who are no longer employed by the Policyholder;
- 4.2.9. upon effecting the health insurance for new employees under Clause 4.2.7 the Insurer shall apply the Premium rate under the Proposal which shall be calculated in proportion to the remaining term of the Policy for each new employee of the Policyholder. The amount of Premium to be paid according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded up to the nearest whole number;
- 4.2.10. upon effecting the health insurance for new employees under Clause 4.2.7 and no later than within three (3) working days following the receipt of the Policyholders request under Clause 4.1.7 submit to the Policyholder respective insurance terms and the respective insurance program for new employees;
- 4.2.11. upon suspending the health insurance of the insured employees under Clause 4.2.7 submit a credit invoice for the suspended employee and within three (3) working days from the suspension pay back a part of the Premium to the Policyholder proportionate to the unused validity period of the Policy, without deducting administrative expenses. The part of Premium to be paid back according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded down to the nearest whole number;
- 4.2.12. comply with all of the requirements of the Suppliers Declaration available on the Policyholders' website (here: https://www.railbaltica.org/wp-content/uploads/2021/06/APPENDIX-6_SUPPLIERS-DECLARATION_June_2021.pdf) throughout the term of the Agreement.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. The Policyholder and the Insurer confirm by mutual signing of the Agreement that there are no circumstances prohibiting the Parties to enter into this Agreement.
- 5.2. The Insurer confirms of having all necessary rights in order to provide the Service in accordance with the terms and conditions of this Agreement.
- 5.3. The Parties shall be responsible for failure to fulfil the Agreement or improper fulfilment thereof, as well as for losses caused to the other Party, if they have occurred as a result of activity or inactivity of one Party or employees thereof, as well as activities or neglect caused as a result of gross negligence and evil intent. The Party at fault shall compensate to the other Party the occurring losses.

6. RIGHT TO AUDIT

- 6.1. Notwithstanding anything to the contrary set forth in this Agreement including, the Policyholder itself, a reputable outside independent body or expert engaged and authorized by the Policyholder shall be entitled to inspect and/or audit the Insurer to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:
 - 6.1.1. the performance of any aspect of the Services; and/or
 - 6.1.2. any documentation, including all payrolls, accounts of the Insurer and/or other records used in or related to the performance of the Services.
- 6.2. The Insurer shall provide all reasonable assistance to the Policyholder or the independent body authorized by the Policyholder in carrying out any inspection or audit pursuant to this Section. The Policyholder shall be responsible for its own costs, or the costs incurred by the outside independent

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body designated by the Policyholder, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Insurer is not compliant with the terms of this Agreement, in which case the Insurer shall reimburse the Policyholder for all of its additional reasonable costs incurred, provided such non-compliance is material.

- 6.3. The rights and obligations of the Policyholder set forth in accordance with this Section shall survive expiration or termination of this Agreement for any reason and shall continue to apply during ten (10) years following expiration or termination of this Agreement for any reason whatsoever.

7. ON-THE-SPOT VISITS

- 7.1. By submitting a written notice five (5) working days in advance, but at the same time reserving the right of an unannounced on-the-spot visit without an advance notice, the Policyholder may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.
- 7.2. On-the-spot visits may be carried out either directly by authorised staff or representatives of the Policyholder or by any other outside body or third party authorised to do so on behalf of the Policyholder. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Policyholder shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.
- 7.3. Insurer shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.
- 7.4. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

8. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 8.1. This Agreement shall be governed by and construed in accordance with the law of the Republic of Latvia.
- 8.2. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement by way of amicable negotiations.
- 8.3. Should the Parties fail to agree by means of amicable negotiations within the time period of thirty (30) days from the date of serving of the respective written complaint to the other Party, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia.

9. FORCE MAJEURE

- 9.1. Subject to the requirements set forth in accordance with Clause 9.2 and 9.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event.
- 9.2. Each Party shall at all times, following the occurrence of a Force Majeure Event:
- 9.2.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;
- 9.2.2. resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and
- 9.2.3. not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 9.1 of this Agreement.
- 9.3. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within three (3) working days of it becoming aware of the

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relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 9.2 of the Agreement and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Party with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.

- 9.4. The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure Event).
- 9.5. As soon as practicable after the notification specified pursuant to Clause 9.4 of the Agreement, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the scope of Service to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

10. CONFIDENTIALITY

- 10.1. "Confidential Information" means, in relation to the Policyholder, all information of a confidential nature relating to the Policyholder and its affiliates which is supplied by the Policyholder (whether before or after the date of this Agreement) to the Insurer, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:
 - 10.1.1. the Policyholder confirms in writing is not required to be treated as confidential; or
 - 10.1.2. the Insurer can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Policyholder and was not previously acquired by the Insurer from the Policyholder under an obligation of confidence; or
 - 10.1.3. was developed by or for the Insurer at any time independently of this Agreement.
- 10.2. Subject to the terms of this Section, the Insurer shall:
 - 10.2.1. at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and
 - 10.2.2. procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information except with the prior written consent of the Party to which such Confidential Information relates.
- 10.3. Notwithstanding anything to the contrary set forth in accordance with this Section, the Insurer shall, without the prior written consent of the Policyholder be entitled to disclose Confidential Information:
 - 10.3.1. that is reasonably required by the Insurer in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, Insurer, agent, officer, Sub-Contractor (of any tier) or adviser to the extent necessary to enable the Insurer to perform its obligations under this Agreement;
 - 10.3.2. to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;
 - 10.3.3. to the extent required by applicable law of Estonia or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law in Estonia or
 - 10.3.4. to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence; provided that any such disclosure is made in good faith.
- 10.4. Whenever disclosure is permitted to be made pursuant to Clauses 10.3.1 or 10.3.2 the Insurer shall require that the recipient of Confidential Information be subject to equivalent obligation of confidentiality as that contained in this Agreement.
- 10.5. If this Agreement is terminated for whatsoever reason, the Insurer, to the extent not contrary to the imperative requirements of the applicable law, shall:
 - 10.5.1. return to the Policyholder all of the Confidential Information then within the possession or control of the Insurer; or
 - 10.5.2. destroy such Confidential Information using a secure and confidential method of destruction.

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11. VISIBILITY REQUIREMENTS

- 11.1. At all times during provision of the Service, the Insurer undertakes to comply with each of the following requirements:
- 11.1.1. Any report, brochure, document or information related to the Service provided by the Insurer to the Policyholder or any other person or which the Insurer makes publicly available shall include each of the following:
- 11.1.1.1. a funding statement which indicates that the Agreement is financed from CEF funds substantially in the following form: "Co-financed by the Connecting Europe Facility of the European Union";
 - 11.1.1.2. with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as follows: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein". The disclaimer in all official languages of the European Union can be viewed on the website <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>; and
 - 11.1.1.3. the flag of the Council of Europe and the European Union.
- 11.1.2. Requirements set forth in Clause 11.1.1.1 and 11.1.1.3 of the Agreement can be fulfilled by using the following logo:



Co-financed by the Connecting Europe Facility of the European Union

in the event the Insurer decides to utilize the above logo, the Insurer shall ensure that the individual elements forming part of the logo are not separated (the logo shall be utilized as a single unit) and sufficient free space is ensured around the logo; and

- 11.1.3. in order to comply with the latest applicable visibility requirements established by the European Union, the Insurer shall regularly monitor changes to visibility requirements; as of the Effective Date, the visibility requirements are available for review on the webpage <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

12. AUTHORISED PERSONS OF THE PARTIES

- 12.1. The Policyholder and the Insurer shall appoint an officer, employee or individual to serve as its representative toward the implementation of the Agreement and supply or receipt of the Service with full authority to act on its behalf in connection with this Agreement, without the right to conclude amendments to the Agreement (hereinafter, the "Representative"), the initial Representatives having been identified under Clause 12.2 and 12.3. Any restriction placed by either Party on its Representative's authority shall be notified to the other Party in writing to be effective. The Representatives may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated.
- 12.2. Each Party may replace or remove any Representative by notifying in writing the other Party immediately, but not later than 1 (one) day after the replacement or the removal of the respective Representative.
- 12.3. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: [●], telephone number [●], e-mail address: [●].
- 12.4. During the control of fulfilment of the Agreement the responsible person of the Insurer shall be: [●], telephone number [●], e-mail address: [●].

13. DATA PROCESSING

- 13.1. According to the requirements of the 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) (the "Regulation"), the Policyholder is a "controller" within the meaning of Article 4(7) of the Regulation, the Insurer is a "processor" within the meaning of Article 4(8) of the Regulation.

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- 13.2. The nature and purpose for personal data processing under the Agreement is the provision of health insurance services to the Policyholders employees in Estonia. The Agreement provides for the transfer of the following personal data of the Policyholders' employees to the Insurer: name, surname, personal identity number, address, phone number, e-mail. The mentioned types of personal data refer to the Policyholders employees subject to health insurance under the Agreement. The personal data shall be processed by the Processor throughout the term of the Agreement.
- 13.3. To ensure the compliance of the data processing hereunder, the Policyholder is entitled to:
- 13.3.1. to provide the Insurer with binding instructions in writing regarding the procedure and conditions for the processing of personal data;
 - 13.3.2. to control the Insurer's ability to comply with the Agreement;
 - 13.3.3. to immediately and unilaterally terminate the Agreement if the Insurer fails to fulfil its obligations or does not take adequate measures to protect personal data.
- 13.4. The Insurer is obliged to:
- 13.4.1. process personal data only according to the applicable laws and documented instructions of the Policyholder, if any;
 - 13.4.2. inform the Policyholder immediately if its instructions do not comply with the applicable laws;
 - 13.4.3. transfer personal data to other persons (including, but not limited to external web servers and cloud drives) or outside the EU only in accordance with the permission of the Policyholder;
 - 13.4.4. ensure that the persons involved in the processing have undertaken to respect confidentiality, and do not carry out actions with personal data without or contrary to the Agreement or the instructions of the Policyholder;
 - 13.4.5. notify the Policyholder before engaging sub-processor. The Insurer ensures by the written agreement with the sub-processor that the sub-processor complies with equivalent conditions for the processing of personal data as the Policyholder has set for the Insurer;
 - 13.4.6. ensure the fulfilment of personal data transfer requirements in accordance with Articles 45-46 of the Regulation, if the Insurer (or its engaged sub-processor) transfers personal data outside the EU (including, but not limited to external web servers and cloud drives) with the authorisation of the Policyholder;
 - 13.4.7. immediately notify the Policyholder of the establishment of a personal data security violation (including, but not limited to: illegal data leakage, disclosure, alteration, erasing, unavailability, loss, processing contrary to instructions, etc.);
 - 13.4.8. considering the nature of data processing, to assist the Policyholder (without carrying out external communication on behalf of the Policyholder without a prior authorisation) to the reasonable extent in:
 - 13.4.8.1. administering and executing requests from data subjects, including informing the Policyholder about the received requests;
 - 13.4.8.2. ensuring the security of personal data processing;
 - 13.4.8.3. the establishment of personal data security violations, the preservation of evidence;
 - 13.4.8.4. carrying out the assessment of the impact on the protection of personal data and/or provision of prior consultation with the supervisory authority.
 - 13.4.9. implement appropriate technical and organisational measures, taking into account the potential risks:
 - 13.4.9.1. to carry out the pseudonymisation and encryption of personal data, where necessary;
 - 13.4.9.2. to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

- 13.4.9.3. to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
 - 13.4.10. in accordance with the Policyholder's instructions, to delete or return all the personal data (deleting all the copies) to the Policyholder after the end of the provision of Services or after request of the Policyholder for termination of personal data processing, unless the applicable law requires storage of the personal data;
 - 13.4.11. provide to the Policyholder all information to demonstrate the compliance of the processing activities with the Regulation and this Agreement;
 - 13.4.12. provide the Policyholder (or its mandated auditors) with the support and the possibility to perform a thorough audit of the personal data processing process, providing all the necessary information and explanations and access to the premises where the personal data is processed;
 - 13.4.13. assume full responsibility towards the Policyholder for the processing of personal data and personal data security breaches related to it;
 - 13.4.14. document the actions taken with personal data;
 - 13.4.15. use secure communication channels for transferring personal data;
 - 13.4.16. cooperate with the supervisory authority of the Policyholder, if it exercises its statutory rights;
 - 13.4.17. train its staff about personal data protection issues;
 - 13.4.18. inform the Insurer of any material circumstances that may affect the security of the personal data processing and fulfilment of the Agreement;
 - 13.4.19. designate a data protection officer in case it is necessary under the Regulation.
- 13.5. When processing personal data under the Agreement, the Insurer shall at least ensure that:
- 13.5.1. only authorised persons can access the technical resources used for the processing and protection of personal data (including personal data);
 - 13.5.2. storage mediums and resources containing personal data are transferred or processed by authorised persons;
 - 13.5.3. the authorised persons carry out the processing of personal data, as well as ensure the possibility to identify the personal data that has been processed without the appropriate authorisation, as well as the time of the processing and the person who performed it;
 - 13.5.4. in case of transfer or receipt of personal data, the information about the time of transfer/receipt of personal data, the person who received personal data and the personal data which have been transferred is recorded;
 - 13.5.5. the use of physical and logical security measures ensuring:
 - 13.5.5.1. protection against personal data hazards arising from physical impact;
 - 13.5.5.2. protection through software tools, passwords, encryption, cryptography and other logical security measures.

14. FINAL PROVISIONS

- 14.1. In carrying out the Services, the Insurer may only rely on the services of those approved Sub-Contractors and Staff listed in *Annex D: List of approved Sub-Contractors and Staff*, as such list may, from time to time, be modified or supplemented in agreement with the Policyholder and in accordance with the terms and subject to the criteria contained in the applicable Public Procurement Law of the Republic of Latvia. Parties shall specify the name, contact details and legal representative(s) of each approved Sub-Contractor as of the Effective Date in *Annex D: List of approved Sub-Contractors and Staff*. The Insurer shall have an obligation to notify the policyholder in writing of any changes to approved Sub-Contractor and Staff data specified in *Annex D List of approved Sub-Contractors and Staff* occurring during the term of this Agreement and of the required information for any new sub-contractors or staff member which it may subsequently engage toward provision of the Services.

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- 14.2. Pursuant to the Public Procurement Law of the Republic of Latvia the Insurer shall obtain prior written consent of the Policyholder for the replacement of each approved Sub-Contractor and Staff indicated in *Annex D: List of approved Sub-Contractors and Staff* and involvement of additional Sub-Contractors or Staff.
- 14.3. Review and evaluation of the replacement of approved Sub-Contractors and Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Policyholder in accordance with Article 62 of the Public Procurement Law of the Republic of Latvia.
- 14.4. The Insurer shall retain the complete responsibility for the proper performance of all of its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of any of its sub-contractors shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Insurer.
- 14.5. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.
- 14.6. The Policyholder and the Insurer each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party.
- 14.7. No amendment to or variation of this Agreement shall be effective unless made in writing and signed by the duly authorized representatives of both Parties.
- 14.8. For the purpose of the Agreement, a reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form between the authorised representatives of the Parties under the Agreement.
- 14.9. This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 14.10. This Agreement is executed as an electronic document.

15. DETAILS AND SIGNATURES OF THE PARTIES

For and on behalf of the Policyholder:

RB Rail AS Eesti filiaal

Registration No: 14168654

Legal address: Harjumaa, Tallinn linn,

Endla tn 16, 10142

Bank account details:

Legal name of Bank:

Bank SWIFT Code:

Bank Account No IBAN:

For and on behalf of the Insurer:

If P&C Insurance AS

Registration No 10100168

Legal address: Harju maakond, Tallinn,

Lasnamäe linnaosa, Löötsa tn 8a, 11415

Bank account details:

Legal name of Bank: [●]

Bank SWIFT Code: [●]

Bank Account No IBAN: [●]

Priit Sauk

Director of Estonian Branch

[●]

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Annex A: Technical specification
“Health insurance policies for RB Rail AS employees”
(ID NO RBR 2021/20)

PART NO 1 “Health insurance policies for RB Rail AS employees in Estonia”

1. General introduction

1.1. **Area of validity:** Estonia

1.2. **Approximately number of insured employees:** Preliminary number of Insured – 55; expected number in 2023 – 70. The Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause, but may exceed it.

1.3. **Sum insured per employee during insurance period in total:** 4 770 EUR

1.4. **Maximum annual premium per employee:** 400 EUR

2. Insurance cover

2.1. **Insurance cover must include at least following risks.**

	Sum insured	Deductible
Outpatient medical services	2000 €	10%
Occupational health examination	100 €	NIL
Vaccination	70 €	10%
Inpatient medical services	2000 €	10%
Preventive health checks	150 €	20%
Outpatient rehabilitation	200 €	10%
Dental treatment ²	250 €	20%

3. Content of risks insured

3.1. Outpatient medical services:

- Appointment and consultation fees of the health care provider;
- Medically indicated analyses, tests, examinations and procedures based on the physician's prescription;
- Psychiatric and psychological counselling services; Medical examination for issuing medical documentation (driving licence, for educational institution etc);
- Home visits, medical services provided during visits (including transport services);
- Telemedicine services;
- Day care services in hospital up to 24 hours;
- Removal of birthmarks and skin lesions when cause is medical not cosmetic;
- Sublimit does not apply to specific diagnostics (X-Ray, MRT, tomograph, laser procedures etc);

² The final sum insured for dental treatment is provided in the technical proposal but must not be lower than 250€.

- Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded.

3.2. Occupational health examination:

- Expenses of the mandatory health check arising from law.

3.3. Vaccination:

- Vaccinations given during the insurance period;
- List of vaccines is not limited.

3.4. Inpatient medical services:

- Medically indicated hospital treatment, including planned and emergency operations, inpatient fees, analyses, examinations, prescribed medicines, fee for paid ward up to sum insured. The number of stays is not limited;
- Chronic diseases or traumas diagnosed before the insurance contract entered into force are not excluded;

3.5. Preventive health checks:

- Health tests without medical indication and/or physician's referral: packages of health audit, sports physician's consultations, physical stress tests, allergy tests, food intolerance tests, nutritionist's consultation fees and menu planning, physiotherapy, chiropractor and massage services, laboratory analyses etc.

3.6. Outpatient rehabilitation:

- Rehabilitation referred by physician (e.g. occupational health physician, case history): cost of rehabilitation consultation, physiotherapy, therapeutic exercises, mud treatment, treatment massage, hydrotherapy, manual therapy, chiropractic, osteopathic services, electrotherapy, occupational therapy and speech therapy;
- Necessary assistive devices following an accident (e.g. wheelchair, orthopaedic shoes and assistive devices, support equipment and hearing aid).

3.7. Dental treatment:

- Appointment fee, consultation, preparation of a treatment plan;
- Dental treatment and surgery (incl X-ray);
- Examinations necessary for diagnosing dental diseases and oral tissue diseases;
- Dental hygienist's services, e.g. removal of calculus, airflow cleaning, removal of dental plaque, polishing of dental filling;
- Cost of orthodontic treatment, implants and prosthetics.

4. General exclusions:

Policy Holder does not claim compensation for the following costs:

- Medical services provided by a person who does not have the respective right under the applicable legislation or if the person providing the services holds no respective professional licence;
- Services provided by using a methodology or technology, the use of which for treatment is not permitted in Estonia;
- Damages caused or influenced by the alcoholic, narcotic or other intoxication of the Insured;
- Damages related to treatment or diagnostics of addiction diseases (incl. drug addiction, alcoholism, etc.);
- Damage and cost related to treatment of sexually transmitted diseases (e.g. AIDS, HIV, chlamydia, gonorrhoea, syphilis, etc.), except for the costs up to the first diagnosis;

- Costs for manicure and pedicure (incl. therapeutic and treatment manicure), cosmetic and beauty services, health capsule services, photodynamic laser treatment, cosmetic and plastic surgery;
- Costs related to contraceptive devices and drugs, infertility diagnosis and treatment (incl. laparoscopic surgeries) or artificial insemination;
- Costs related to pregnancy and childbirth;
- Covid-tests for any reason;
- Cost of alternative and unconventional medicine services, incl. consultation, tests, diagnostics and medicines, such as acupuncture, reflexology, homoeopathy, aromatherapy, bioresonance diagnostics, ayurveda therapy, needle therapy, naturopathy;
- Cost of sleep therapy or services related to sleep disorders, incl. consultation, treatment, diagnostics and medicines;
- Cost of a surgery to correct visual acuity, bariatric surgery, varicose vein surgery, sclerotherapy, immunotherapy or barotherapy;
- Cost of food supplements, diet and special food;
- Cost of teeth whitening and other dental treatment for cosmetological purposes;
- Costs for accommodation and meals at the SPA;
- Costs of glasses and contact lenses.

5. Principles of claims handling:

- In the event of a loss, the Insured must be able to receive information and instructions in Estonian and English by telephone and e-mail from the claims handling department during its working hours;
- Insured has right to choose medical provider according to their preferences;
- Occupational health examination costs will be reimbursed to Policy Holder;
- The Insured must be able to forward all documents electronically (mobile app, self-service bureau);
- The Insurer is obliged to pay indemnity for claims occurred during the insurance period within 3 months from the end of the insurance period.

6. Policy administration:

- Insured adding – insurance premium is calculated on the principle of proportionality: monthly premium is multiplied by the number of months remaining until the end of the policy;
- Insured excluding – refundable insurance premium is calculated on the principle of proportionality: monthly premium for each Insured is multiplied by the number of months remaining until the end of the policy. If the claims paid to the Insured exceed the premiums paid, payment will not be refunded;
- Set-off of insurance premiums takes place on an ongoing basis in accordance with the changes;

Annex B: Insurer's Technical Proposal

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Annex C: Insurer's Financial Proposal

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Annex D: List of approved Sub-Contractors and Staff

1. The Contract Manager: [●], telephone number [●], e-mail address: [●].