

**SERVICE AGREEMENT
ON THE PROVISION OF
HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES
IN ESTONIA**

between

RB Rail AS Eesti filiaal

and

AAS BTA Baltic Insurance Company Eesti filial

RBCR-RBR-AGR-Z-00185

Agreement registration number: 1.19/EE-2026-1
Procurement procedure identification number: RBR 2025/11

Riga

2025



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the European Union**

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SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN ESTONIA

This SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN ESTONIA, together with all annexes thereto (the “Agreement”), is entered into on the date of the timestamp of the last enclosed qualified electronic signature (the “**Effective Date**”), by and between:

RB Rail AS Eesti filiaal, a company registered in Commercial Register of Estonia, registration No 14168654, legal address at Harju maakond, Tallinn, Kesklinna linnaosa, Veskiposti tn 2/1, 10138, Estonia (the “**Policyholder**”), represented by [.] , on the one side,

and

AAS BTA Baltic Insurance Company Eesti filiaal, a company registered in Commercial Register of Estonia, registration No 11223507, legal address at Harju maakond, Tallinn, Lasnamäe linnaosa, Löötsa tn 2b, 11415, Estonia (the “**Insurer**”), represented by [.] , on the other side,

(both, the Policyholder and the Insurer, referred to as the “**Parties**” and separately – as the “**Party**”).

WHEREAS:

- (A) this Agreement is entered into under the Rail Baltica 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 electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) along the route across the three Baltic States, connecting to Warsaw, along with related infrastructure, in accordance with the agreed route, technical parameters and time schedule;
- (B) RB Rail AS has organised the procurement procedure “HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES”, identification No RBR 2025/11, that was divided into three Lots (parts) - Lot No 1 “Health insurance policy for RB Rail AS employees in Lithuania”, Lot No 2 “Health insurance policy for RB Rail AS employees in Estonia” and Lot No 3 “Health insurance policy for RB Rail AS employees in Latvia” (the “**Procurement Procedure**”), where the proposal submitted by the Insurer in the Lot No 2 “Health insurance policy for RB Rail AS employees in Estonia”, enclosed to this Agreement as *Annex B: Insurer’s Technical Proposal*, *Annex C: Insurer’s Financial Proposal* and *Annex D: List of Approved Sub-contractors*) (the “**Proposal**”) was selected as the winning bid in Lot No 2 “Health insurance policy for RB Rail AS employees in Estonia” of the Procurement Procedure;
- (C) This Agreement is co-financed from the Connecting Europe Facility funding instrument (the “**CEF**”) and other signed grant agreements or future grant or financing agreements to be signed;

THEREFORE, the Parties agree as follows:

1. INTERPRETATION AND ORDER OF PRECEDENCE

- 1.1. The following provisions will be taken into account when interpreting the content of the Agreement:
 - 1.1.1. The headings contained in this Agreement shall not be used in its interpretation.
 - 1.1.2. References to the singular shall include references in the plural and vice versa.
 - 1.1.3. References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.
 - 1.1.4. Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent,

approval or agreement shall not be unreasonably delayed or withheld.

- 1.1.5. A reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.
- 1.2. At the Effective Date, the Agreement contains the following annexes:
 - 1.2.1. *Annex A: Technical Specification;*
 - 1.2.2. *Annex B: Insurer's Technical Proposal;*
 - 1.2.3. *Annex C: Insurer's Financial Proposal;*
 - 1.2.4. *Annex D: List of Approved Sub-contractors.*
- 1.3. In the event of any discrepancy or inconsistency between the documents forming parts of this Agreement, the following order of precedence shall apply (the document listed in Clause 1.3.1 of the Agreement is at the top of the hierarchy and shall always prevail over other documents, documents referred to in Clause 1.3.2 of the Agreement are the second in the hierarchy, and so forth):
 - 1.3.1. The body text of the Agreement (pages 1 (one) to 14 (fourteen));
 - 1.3.2. Policyholder's written explanations (clarifications) given in relation to the Procurement Procedure within the Procurement Procedure phase;
 - 1.3.3. the Technical Specification as indicated in *Annex A: Technical Specification;*
 - 1.3.4. other Procurement Procedure related documents that were prepared and published by the Policyholder within the Procurement Procedure phase;
 - 1.3.5. written clarifications of the Proposal that were submitted by the Insurer during the Procurement Procedure phase;
 - 1.3.6. the Proposal.

For the avoidance of doubt, the above, inter alia, means that in the event of any discrepancies between the terms and conditions submitted by the Insurer and the terms and conditions contained in the Procurement Procedure related documents that were prepared by the Policyholder, the terms and conditions contained in the Procurement Procedure related documents that were prepared by the Policyholder shall prevail, unless otherwise expressly specified in the Agreement (body text). The aforesaid, inter alia, also means that the terms and conditions of the Policy shall not be contrary to the terms and conditions set by the Policyholder during the Procurement Procedure, but if, however, there are contradictions or discrepancies, the terms and conditions set by the Policyholder during the Procurement Procedure shall prevail.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Insurer shall issue a health insurance policy (the "**Policy**") to the Policyholder and ensure that the health insurance services (the "**Services**") are available to the Policyholder's specified employees who work in Estonia (the "**Insured Persons**"). The Policy/Services must be provided in accordance with the terms and conditions of the Agreement, including:
 - 2.1.1. a detailed description of the technical requirements prepared by the Policyholder and set out in the Procurement Procedure, which is enclosed in *Annex A: Technical Specification* to this Agreement (the "**Technical Specification**");
 - 2.1.2. requirements included in the Proposal (*Annex B: Insurer's Technical Proposal, Annex C: Insurer's Financial Proposal* and *Annex D: List of Approved Sub-contractors*).
- 2.2. Following the Effective Date, the Policyholder shall prepare and submit to the Insurer a list of the Insured Persons indicating the name, surname, identity code /birth data of each of the Insured Persons, and/or other information as agreed by the Parties.
- 2.3. After the receipt of the list of the Insured Persons, but in any case, no later than within 3 (three) working days, the Insurer shall deliver the Policy to the Policyholder. The following items must be provided along with the Policy for distribution to the Insured Persons:
 - (a) the terms and conditions governing the receipt of the Services (in paper format), unless the Policyholder and Insurer have agreed on other arrangements;

- (b) individual health insurance cards (the “**Insurance Cards**”) if the provision of the Insurance Cards might be requested according to the Technical Specification and is requested by the Policyholder.
- 2.4. Taking into account that the employees of the Policyholder may change throughout the term of the Policy, the Policyholder, without any limitations, is entitled to change the list of the Insured Persons (name new Insured Persons or to remove persons from the list of Insured Persons) from time to time by informing the Insurer in writing in accordance with the terms of the Agreement.

3. VALIDITY PERIOD OF THE AGREEMENT AND POLICY

- 3.1. This Agreement shall enter into force on the Effective Date and expire once the Parties have fulfilled their contractual obligations arising out of this Agreement, unless terminated earlier pursuant to the provisions of the Agreement. The Policyholder shall procure the Services from the Insurer and the Insurer shall provide Services for 12 (twelve) month period starting from **1 January 2026**, which, inter alia, means that **the validity period for the Policy shall be 12 (twelve) months, 24 (twenty-four) hours per day starting from 1 January 2026 0:00 o'clock until 31 December 2026 23:59 o'clock (Eastern European time (EET))**. For avoidance of doubt:
- a) the 12 (twelve) months Service provision period shall not apply in cases when the provision of the Services for individual persons shall be started or terminated in accordance with the procedures set out in Clauses 5.2.9 of the Agreement;
 - b) regardless of when the provision of the Services is started for the specific Insured Person, the provision of the Services under this Agreement won't exceed **31 December 2026 23:59 o'clock (Eastern European time (EET))** unless the validity term of the Policy is extended in accordance with Clause 3.6 of the Agreement;
 - c) even if this Agreement is signed after the start of the Policy validity period specified in the main text of Clause 3.1 of this Agreement or if the Policy is issued after this date, the Insured Persons will be entitled to use the Services (submit compensation applications) for the entire period during which he or she has been considered as the Insured person in accordance with the Agreement even if this period includes a period prior to the signing of the Agreement or the issuance of the Policy. Despite the aforesaid, under no circumstances will the Insured Persons be entitled to receive any reimbursement for expenses incurred prior to 1 January 2026.
- 3.2. Upon mutual agreement, the Parties shall be entitled to terminate the Agreement and/or Policy at any time.
- 3.3. The Policyholder shall be entitled to unilaterally terminate this Agreement and/or Policy immediately upon giving the Insurer a written notice of termination, if:
- 3.3.1. the Insurer does not provide the Services in compliance with the material 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 15 (fifteen) calendar days after the relevant written notice has been sent to the Insurer;
 - 3.3.2. liquidation, bankruptcy, insolvency or legal protection proceedings have been initiated against the Insurer;
 - 3.3.3. a licence for performance of the Services has been annulled for the Insurer and/or the Insurer is no longer allowed to provide the Services within Estonia according to the applicable laws of Estonia;
 - 3.3.4. CEF Co-financing for further financing of the Services are not available to the Policyholder fully or partly;
 - 3.3.5. it is not possible to further fulfil the Agreement due to the application of international or national sanctions, or the European Union or the North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market or in other cases where the performance of the Agreement is not recommended by state security authorities;
 - 3.3.6. in accordance with applicable law it is impossible or prohibited to continue performing the Agreement, e.g., if the circumstances referred to in Article 5k of “Council Regulation (EU)

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2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine" arise.

- 3.3.7. upon occurrence of any event further described under Section 64 of the Public Procurement Law of the Republic of Latvia.
- 3.4. The Insurer shall be entitled to terminate the Agreement and/or Policy unilaterally by notifying the Policyholder in writing at least 30 (thirty) calendar days in advance, in cases where the Policyholder has not paid an invoice of the Insurer that is issued 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 30 (thirty) calendar days after the relevant written notice has been sent to the Policyholder.
- 3.5. The Policyholder upon its sole discretion has the right to terminate the Agreement and/or Policy unilaterally at any time by notifying the Insurer in writing at least 2 (two) months in advance.
- 3.6. The Policyholder may unilaterally prolong the validity period of the Policy for additional period not exceeding 2 (two) months. Such amendment also allows for an increase in the Total Value referred to in Clause 4.2 of the Agreement by no more than 10% (ten percent). The use of the aforesaid provisions shall not entitle the Policyholder to unilaterally amend other provisions of the Agreement.
- 3.7. Not earlier than 6 (six) months following the Effective Date, the Parties may, by mutual written agreement, extend the term for the provision of the Services as set forth in Clause 3.1 of the Agreement, stipulating that the Services may be provided for additional 12 (twelve) months period, i.e., until **31 December 2027**. Such amendments to the Agreement may only be made if the Insurer has not materially breached the provisions of the Agreement and there is no need to change other terms of the provision of the Services, including the amount of the Premium payable for the Insured Persons. If the Parties agree to make the amendments referred to in this Clause 3.7. of the Agreement, the Total Value specified in Clause 4.2 of the Agreement may also be amended, provided that the increase does not exceed 100% (one hundred percent) of the Total Value existing on the Effective Date.
- For the sake of clarity, if the Policyholder considers that it is not beneficial to make the amendments referred to in this Clause, the Insurer shall not be entitled to unilaterally request the conclusion of such amendments.

4. TOTAL AMOUNT AND PREMIUM

- 4.1. The Policyholder shall pay to the Insurer the insurance premium for the Insured Persons (the "**Premium**") in the amount indicated in Proposal and according to the terms of the Agreement for the time period when each Insured Person receives Services. The Premium payable for 1 (one) Insured Person is not divided into parts but paid as a single instalment. The Premium shall include all expenses related to the provision of the Services.
- 4.2. The total amount of Premium paid to the Insurer for all of the Insured Persons throughout the term of the Agreement shall not exceed EUR 11 200.00 (eleven thousand two hundred euros, 0 cents), excluding VAT (the "**Total value**"). The Policyholder is under no obligation to ensure that any particular number of the Insured Persons receive the Services and is not obliged to spend the entire Total Value.
- 4.3. The Policyholder shall pay the Premium within 30 (thirty) calendar days from the day of receipt of the invoice issued by the Insurer to the Insurer's account specified in Clause 4.4 of the Agreement. The Insurer shall invoice the Policyholder for the first time upon the issuance of the Policy, and each subsequent time when the provision of the Services is started to the Insured Persons in accordance with the procedure set out in Clause 5.1.8 of the Agreement.
- 4.4. The Insurer's invoices shall contain the following Policyholder's and Insurer's details and details about the Agreement:

The Policyholder	RB Rail AS Eesti filiaal
Registration No	14168654
VAT payer's No	EE101957188

Legal address (street, house, area, country, postcode)	Harju maakond, Tallinn, Kesklinna linnaosa, Veskiposti tn 2/1, 10138, Estonia
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The Insurer	AAS BTA Baltic Insurance Company Eesti filiaal
Registration No	11223507
VAT payer's No or indication that the Insurer is not a VAT payer	EE101179225
Legal address (street, house No, area, country, postcode)	Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 2b, 11415, Estonia
Name of Bank (legal name)	[.]
Bank SWIFT Code	[.]
IBAN	[.]
Specific information	[.]

- 4.5. The day on which the payment made by the Policyholder is registered with the bank shall be deemed to be the day of execution of the payment (payment date).
- 4.6. The Insurer shall send invoices to the Policyholder electronically to the following e-mail address: *invoices@railbaltica.org*. The Parties agree that the invoices shall be submitted only electronically and that the invoices may not contain the requisite "signature".
- 4.7. In cases where the Policyholder exercises its rights under the Agreement and requests that changes affecting the number of the Insured Persons are made, the Parties shall comply with the following provisions concerning mutual payments:
- 4.7.1. If the Policyholder notifies that the Services must be provided to additional persons in accordance with procedure set out in Clause 5.1.8 of the Agreement, the Insurer shall be entitled to request additional amount of the Premium which shall be proportional to the remaining period of validity of the Policy. To calculate the specific amount of the additional Premium payable by the Policyholder for 1 (one) new Insured Person, the following calculation methodology will be used:

Amount of the additional Premium (for the respective Insured Person)	=	$\frac{\text{The Premium that must be paid if 1 (one) Insured Person receives the Services for 12 (twelve) months (as specified in the Proposal)}}{365}$	x	Number of days remaining until the end of the validity period of the Policy*
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- 4.7.2. If the Policyholder notifies of termination of the provision of Services to any Insured Persons in accordance with procedure set out in Clause 5.1.7 of the Agreement or in case the Agreement and/or Policy is terminated in accordance with procedure set out in Clauses 3.2, 3.3, 3.4, and 3.5 of the Agreement, the Insurer shall pay back to the Policyholder the part of the Premium paid for the Insured Persons (for which the provision of Services has been discontinued) which shall be proportional to the unused period of validity of the Policy (the "Refund"). When calculating the amount of the Refund, the Insurer is not permitted to deduct administrative or other costs, unless the applicable law expressly states that the Policyholder is not entitled to claim the full amount of the Refund. To calculate the specific amount of the Refund payable by the Insurer for 1 (one) Insured Person, the following calculation methodology must be used:

Amount of the Refund (for the respective Insured Person)	=	The Premium that must be paid if 1 (one) Insured Person receives the Services for 12 (twelve) months (as specified in the Proposal)	x	Number of days remaining until the end of the validity period of the Policy*
		365		

* in both equations (given in Clause 4.7.1 and 4.7.2 of the Agreement) this number ("Number of days remaining until the end of the validity period of the Policy") shall be a whole number that must be calculated counting from the first day on which the Service provision is commenced or ceased for the specific Insured Person.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. In addition to other obligations included in the Agreement, the Policyholder shall:
 - 5.1.1. notify the Insurer in written form in case the Services are not provided in accordance with the terms and conditions of the Agreement;
 - 5.1.2. provide to the Insurer all information necessary for fulfilment of the Agreement, including the list of persons to be insured (Insured Persons) and any further amendments thereto;
 - 5.1.3. pay the Premium, in accordance with the terms and conditions of Section 4 of the Agreement;
 - 5.1.4. be entitled to request the Insurer to provide information related to the provision of the Services and the performance of the Agreement;
 - 5.1.5. be entitled to attract properly qualified experts for evaluation of the insured events in case the Insured Persons ask the Policyholder to intervene in a dispute with the Insurer and, in such cases, the Insurer will be obliged to respond to the opinions of such experts with detailed explanation;
 - 5.1.6. inform the Insured Persons about the Services bought from the Insurer, hand out the Insurance Cards to the Insured Persons (if the provision of the Insurance Cards will be provided) and disseminate info on where the terms and conditions governing the receipt of the Services can be found;
 - 5.1.7. be entitled, upon sole discretion of the Policyholder, to request the Insurer to cease the provision of the Services to specific Insured Persons. The Policyholder shall inform the Insurer about the aforementioned changes in writing, among other things, indicating the name, surname, identity code/birth data of the persons to whom the changes relates and/or other information as agreed by the Parties;
 - 5.1.8. be entitled, upon sole discretion of the Policyholder, to request the Services provision for new persons, i.e., the Policyholder has the right to add new Insured Persons to the list of the Insured Persons that was submitted to the Insurer in accordance with Clause 2.2 of the Agreement. The Policyholder shall inform the Insurer about the aforementioned changes in writing, among other things, indicating the name, surname, identity code/birth data of the persons to whom the changes relates and/or other information as agreed by the Parties and shall pay an additional Premium according to the calculation methodology given in Clause 4.7.1 of the Agreement.
- 5.2. In addition to other rights and obligations indicated in the Agreement, the Insurer shall:
 - 5.2.1. ensure that the Services are fully available for the Insured Persons immediately after the Policy is issued;
 - 5.2.2. precisely comply with and fulfil the provisions of the Agreement in a timely manner;
 - 5.2.3. pay the insurance indemnity to the Insured Persons, in accordance with the amount, procedure and terms set in the Policy, this Agreement and the applicable laws;
 - 5.2.4. in case of occurrence of the insured event, make a decision regarding disbursement of the insurance indemnity and disburse the insurance indemnity no later than within the deadlines

specified in the Technical Specification;

- 5.2.5. provide the Policyholder with information related to the provision of the Services and performance of the Agreement upon the Policyholder's request;
- 5.2.6. without delay transfer the Refund (the amount of which shall be determined in accordance with Clause 4.7.2 of the Agreement) to the Policyholder's bank account in case of termination of the Policy and/or Agreement and/or provision of the Services to the specific Insured Persons;
- 5.2.7. provide that the insurance conditions (attached as part of the Proposal) remain unchanged for the whole Service provision period, if the Policyholder does not consent otherwise;
- 5.2.8. replace the Insurance Cards that are damaged or lost with new Insurance Cards without any additional cost to the Policyholder or the Insured Persons within 5 (five) working days upon the receipt of the Policyholders request (if the provision of the Insurance Cards must be provided);
- 5.2.9. immediately, but not later than on the following working day after receipt of the Policyholder's written request per Clause 5.1.7 and Clause 5.1.8 of the Agreement, ensure the Service availability for new Insured Persons or cease the provision of the Services to persons who are identified by the Policyholder;
- 5.2.10. submit to the Policyholder new Insurance Cards and the terms and conditions governing the receipt of the Services (if such materials are to be supplied in physical form in accordance with the Technical Specification, the Proposal and in case the Policyholder and Insurer have not agreed on other arrangements) no later within 3 (three) working days following the receipt of the notice referred to in the Clause 5.1.8 of the Agreement;
- 5.2.11. comply with all of the requirements included in the "Supplier and Sub-Contractor Code of Conduct" and "Suppliers Declaration" for the entire duration of the Agreement (both documents available on the Policyholders' website here: (a) https://www.railbaltica.org/wp-content/uploads/2025/07/RBGL-RBR-STN-Z-00003_1.0_Suppl.Sub-Contr.Code-of-Conduct.pdf; (b) https://www.railbaltica.org/wp-content/uploads/2025/07/RBGL-RBR-TPL-Z-00005_1.0_Supplier-Declar.Template.pdf).

6. CONFIRMATIONS AND LIABILITY

- 6.1. 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.
- 6.2. The Insurer confirms of having all necessary rights/certificates/licences etc., necessary to provide the Service in accordance with the terms and conditions of this Agreement and will ensure that such rights/certificates/licences etc. remain in force for the full duration of the Policy.
- 6.3. The Parties shall be responsible for failure to fulfil the Agreement or improper fulfilment thereof, as well as for damages caused to the other Party, if they have occurred as a result of activity or inactivity of one Party, employees or sub-contractors 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 damages.
- 6.4. In the event of infringement of the Agreement, the following contractual penalties may be applied:
 - 6.4.1. In the event of failure by the Insurer to meet any of the deadlines set in the Agreement, the Policyholder shall be entitled to claim from the Insurer a contractual penalty in the amount of EUR 50,00 (fifty euros 00 cents) for each day of delay, provided that the total amount of the contractual penalty payable by the Insurer under this Clause shall not exceed 10% (ten percent) of the Total Value.
 - 6.4.2. In the event of failure by the Policyholder to pay any amount in accordance with Section 4 of the Agreement, the Insurer shall be entitled to claim from the Policyholder a contractual penalty in the amount of 0.01% (zero point zero one percent) from the delayed amount for each day of delay, provided that the total amount of such contractual penalty payable by the Policyholder under this Clause shall not exceed 10% (ten percent) of the delayed amount.

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- 6.5. Payment of any contractual penalty under the Agreement does not release the respective Party from fulfilment of its obligations (including, does not release from the obligation to compensate damages). The contractual penalties shall be applied upon the sole discretion of the entitled Party under the Agreement considering the material consequences of the infringement. If wishing to apply a contractual penalty, the Party that has the right to apply a contractual penalty is obliged to provide an explanation of the circumstances (including info on materiality) which it considers justify the imposition of a contractual penalty.

7. FORCE MAJEURE

- 7.1. Subject to the requirements set forth in accordance with Clauses 7.2 and 7.3 of this Agreement, 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. The **"Force Majeure Event"** means any event which meets all the following criteria:
- (a) It is an event that cannot be avoided and whose consequences cannot be overcome;
 - (b) It could not be foreseen at the time when the Agreement was concluded;
 - (c) It was not caused by the act of the affected Party or a person under its control;
 - (d) It makes it impossible to fulfil the obligation arising from the Agreement.
- 7.2. Each Party shall at all times, following the occurrence of a Force Majeure Event:
- 7.2.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;
 - 7.2.2. 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
 - 7.2.3. 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 7.2.1 of this Agreement.
- 7.3. 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 3 (three) working days of it becoming aware of the 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 7.2 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.
- 7.4. 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).
- 7.5. As soon as practicable after the notification specified pursuant to Clause 7.4 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.

8. CONFIDENTIALITY

- 8.1. The **"Confidential Information"** means all information 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:

- 8.1.1. the Policyholder confirms in writing is not required to be treated as confidential; or
- 8.1.2. 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
- 8.1.3. was developed by or for the Insurer at any time independently of this Agreement.

For the avoidance of doubt, the Confidential Information, inter alia, includes information that meets the characteristics of Confidential Information specified above and that:

- (i) will be created within fulfilment of the Agreement;
- (ii) will be received from the Policyholder in connection to the implementation of the Agreement irrespective of whether it is specified as "Confidential"; "Limited Access Information" etc.

In case the Insurer has a doubt as to whether the information in question is to be considered as Confidential Information, the Insurer will process and handle such information as the Confidential Information until the Policyholder confirms otherwise in writing (including via e-mail).

8.2. Subject to the terms of this Section 8, the Insurer shall:

- 8.2.1. at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and
- 8.2.2. 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.

8.3. Notwithstanding anything to the contrary set forth in accordance with this Section 8, the Insurer shall, without the prior written consent of the Policyholder be entitled to disclose Confidential Information:

- 8.3.1. 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;
- 8.3.2. 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;
- 8.3.3. to the extent required by applicable laws 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;
- 8.3.4. 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.

8.4. Whenever disclosure is permitted to be made pursuant to Clauses 8.3.1 or 8.3.2 of the Agreement the Insurer shall require that the recipient of Confidential Information be subject to equivalent obligation of confidentiality as that contained in this Agreement.

8.5. If this Agreement is terminated for whatsoever reason, the Insurer, to the extent not contrary to imperative requirements of the applicable law, shall:

- 8.5.1. return to the Policyholder the Confidential Information that is within the possession or control of the Insurer; or
- 8.5.2. destroy Confidential Information using a secure and confidential method of destruction.

8.6. The confidentiality obligations shall be effective for unlimited time period or maximum time period allowed by laws.

9. AUTHORISED PERSONS OF THE PARTIES

- 9.1. The Policyholder and the Insurer shall appoint an officer, employee or individual to serve as its representative towards 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 (this, inter alia, includes rights to process activities referred to in Clause 2.2, Clauses 5.1.7 and Clause 5.1.8 of the Agreement), but without the right to conclude amendments to the Agreement (hereinafter, the **"Representative"**). The initial Representatives having been identified under Clause 9.3 and 9.4 of this Agreement. 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 of the Policyholder may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated. The Insurer's initial Representative is the person who is named as the Contract Manager within the Procurement Procedure.
- 9.2. The Policyholder may replace or remove any Representative by notifying in writing the Insurer immediately, but not later than 1 (one) calendar day after the replacement or the removal of the respective Representative. The Insurer may request approval of a new Representative by submitting a written request to the Policyholder no later than 10 (ten) business days prior to the scheduled replacement of the previously appointed Representative. The Insurer may request approval of a new Representative by submitting a written request to the Policyholder no later than 10 business days before the intended replacement of the previously appointed Representative. The Policyholder shall approve the appointment of the new Representative only if the proposed substitute meets all the requirements specified for the Contract Manager in the Procurement Procedure.
- In such cases, separate amendments to the Agreement are not required to be made in writing.
- 9.3. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: [.]
- 9.4. During the control of fulfilment of the Agreement the responsible person of the Insurer shall be: Diana Nõmm, email: [.]

10. DATA PROCESSING

- 10.1. 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 Parties will be considered as independent controllers.
- 10.2. To the extent reasonably possible, the personal data transferred by each Party to the other Party will be processed only in accordance with the procedure, terms and conditions established in the Agreement and in accordance with the applicable laws (including Regulation). This means, inter alia, that besides other obligations provided for in the Agreement and the applicable laws, each of the Parties undertake:
- 10.2.1. to process the personal data to the minimum extent necessary;
 - 10.2.2. not to infringe any rights of the data subjects;
 - 10.2.3. to implement and maintain throughout the processing of personal data the appropriate technical and organizational measures necessary to ensure the protection of personal data and the protection and implementation of rights of the data subjects established in the laws, taking into account the level of development of technical capacities and the nature, scope, context and objectives of the processing of personal data, as well as the probability and seriousness of risks arising from data processing to rights and freedoms of data subjects concerned;
 - 10.2.4. to duly keep records of the personal data processing activities if such an obligation arises from the requirements of the laws;
 - 10.2.5. to immediately notify the other Party if, in the opinion of the notifying Party, the actions of

the other Party are likely to violate the requirements of the laws governing the protection of personal data;

10.2.6. to ensure the compliance with other requirements of the laws governing the protection of personal data.

10.3. The Party transferring to the other Party certain personal data shall be responsible for:

10.3.1. informing data subject on specific data processing as requested by the Regulation (including, shall provide information on the purpose of the processing, data transfers, other information about the controllers etc.);

10.3.2. obtaining the consent of the data subject, if needed.

11. SUB-CONTRACTORS

11.1. In carrying out the Agreement, the Insurer may only rely on the services of those sub-contractors listed in *Annex D: List of Approved Sub-contractors*. However, 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. The Insurer shall have an obligation to notify the Policyholder in writing of any intended changes to sub-contractors specified in *Annex D: List of Approved Sub-contractors* during the term of this Agreement and provide the required information regarding any new sub-contractor which it may want to subsequently engage toward fulfilment of the Agreement.

11.2. 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 sub-contractor indicated in *Annex D: List of Approved Sub-contractors* and involvement of additional sub-contractors.

11.3. Review and evaluation of the replacement of sub-contractors or involvement of new sub-contractors 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.

11.4. The Insurer shall replace the sub-contractor which meets any of the compulsory grounds for exclusion of tenderers (or sub-contractors) that were verified during the Procurement Procedure.

11.5. The Insurer shall also have an obligation to notify the Policyholder in writing of any changes to sub-contractor data specified in *Annex D: List of Approved Sub-contractors* occurring during the term of this Agreement.

11.6. The Insurer retains 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.

12. GOVERNING LAW AND RESOLUTION OF DISPUTES

12.1. This Agreement shall be governed by and construed in accordance with laws of the Republic of Estonia. Notwithstanding the above, in case of amendments to the agreement or where it is necessary to regulate other matters governed by Public Procurement Law of the Republic of Latvia, the provisions of the Public Procurement Law of the Republic of Latvia will apply and prevail.

12.2. 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.

12.3. Should the Parties fail to agree by means of amicable negotiations within the time period of 30 (thirty) calendar days from the date of serving of the respective written complaint to the other Party, the Parties shall be entitled to submit all their disputes arising out of or in connection with this Agreement to the courts of general jurisdiction of the Republic of Estonia.

13. FINAL PROVISIONS

- 13.1. During the term of the Agreement and for a period of 10 (ten) years from the end of the provision of the Services, the Insurer shall keep and maintain clear, adequate, and accurate records and documentation evidencing, to the reasonable satisfaction of the Policyholder, that the Services have been carried out in accordance with the Agreement. In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained longer.
- 13.2. At all times the Policyholder shall have access to all documentation related to the Services. The documentation shall be kept accessible in a generally recognized format for a period of 10 (ten) years from the end of the provision of the Services. All records forming part of such documentation shall be available to the Policyholder's auditor, or expert appointed by the Policyholder during the abovementioned period of time.
- 13.3. Upon expiration or termination of this Agreement, the obligations of the Parties set forth in this Agreement shall cease, except the provisions stipulated in Clauses 13.1, 13.2 and Sections 8, 12 of the Agreement, which shall survive the termination or expiry of this Agreement and continue in full force and effect.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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 unless the Agreement expressly provides otherwise.
- 13.7. 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.
- 13.8. This Agreement is executed as an electronic document.

14. DETAILS AND SIGNATURES OF THE PARTIES

For and on behalf of the Policyholder:

For and on behalf of the Insurer:

Name, surname, title:

Name, surname, title:

[.]

[.]

THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH QUALIFIED ELECTRONIC SIGNATURES
AND CONTAINS TIME SEALS

Annex A: Technical Specification

for Open competition

“Health Insurance policies for RB Rail AS employees”

(ID No RBR 2025/11)

[.]

Annex B: Insurer's Technical Proposal

[.]

Annex C: Insurer's Financial Proposal

for Open competition
"Health Insurance policies for RB Rail AS employees"
(ID No RBR 2025/11)

Lot No 2 "Health Insurance policy for RB Rail AS employees in Estonia"

[.]

Annex D: List of Approved Sub-contractors

[.]