

SERVICE AGREEMENT FOR THE PROVISION OF THE DIRECTORS AND OFFICERS LIABILITY INSURANCE

between

RB Rail AS

and

[•]

Agreement registration No: [●]

Procurement procedure identification No: RBR 2025/16

Riga

2026





TABLE OF CONTENTS

1.	Subject of the Agreement	3
	Validity Period and Validity of Agreement	
	Insured Amount and Premium	
4.	Rights and Obligations of Parties	6
5.	Representations, Warranties and Liability	7
6.	Force Majeure	8
7.	Confidentiality	8
8.	Authorised Persons of Parties	9
9.	Governing law and resolution of disputes	10
10.	Final Provisions	10
11.	Details and Signatures of the Parties	11
Anr	nex A: "Technical specification"	12
Anr	nex B: "Contractor's Proposal"	13



SERVICE AGREEMENT

This agreement, together with all annexes thereto, (the "<u>Agreement</u>") enters into force on the day of its signing by both Parties. Considering that the Parties have signed the Agreement using qualified electronic signatures, the day of signing of the Agreement is considered as the date that is indicated in the last affixed qualified electronic signature (the "<u>Effective Date</u>"). This Agreement is entered into by:

- (1) RB Rail AS, a joint stock company registered in the Commercial Register of the Republic of Latvia with registration number 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Policyholder"), represented by [●] acting on the basis of Regulations on Representation Rights, dated 5 September 2024, on the one side, and
- (2) [●], [●] organized and existing under [●] law registered in [●] with registration number [●], legal address at [●] (the "<u>Contractor</u>"), represented by [●], acting on the basis of [●], on the other side (both collectively referred to as the "<u>Parties</u>" and each separately as the "<u>Party</u>").

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 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 (the "Global Project");
- (B) The Policyholder has organised the procurement "Directors and Officers Liability Insurance" (identification No RBR 2025/16) (the "Procurement"), in which the Contractor's tender proposal attached as an Annex B: "Contractor's Proposal" to the Agreement (the "Contractor's Proposal") was selected as the winning bid;
- (C) This Agreement is co-financed from the Connecting Europe Facility funding instrument ("<u>CEF</u>") and other recently signed grant agreements or future grant or financing agreements to be signed;

NOW, THEREFORE, the Parties agree as follows:

1. SUBJECT OF THE AGREEMENT

- 1.1. The Contractor hereby undertakes to: (i) ensure the provision of the directors and officers liability insurance for the Policyholder's directors and officers for a period of 12 (twelve) calendar months (commencing on the date specified in Clause 2.1 of the Agreement); (ii) be responsible for ensuring the issuance of the respective insurance policy (the "Policy"); and (iii) perform all other obligations under the Agreement in accordance with the provisions of the technical specification contained in Annex A: "Technical specification" to the Agreement ("Technical Specification"), Contractor's Proposal and any other terms and conditions contained in this Agreement; (all the above collectively the "Services").
- 1.2. On the Effective Date, or on a later date if so agreed with the Policyholder, the Contractor shall ensure delivery of the Policy to the Policyholder, which shall become as an integral part of this Agreement and shall come into force on [●] 2026, 00:00 (Eastern European Time).



- 1.3. By signing this Agreement, the Contractor certifies that the terms and conditions of the Policy and other documents which are added by the Contractor in the Contractor's Proposal meet the requirements specified in the Technical Specification.
- 1.4. Upon signing this Agreement, the Contractor, inter alia, confirms that equal insurance coverage, i.e., limits of liability and responsibility, shall be ensured for the entire duration of the Policy and that it will be impossible for anyone other than the Policyholder to unilaterally terminate the Agreement/Policy during its validity term unless conditions explicitly stated in the Clause 2.4 of the Agreement are met.

2. VALIDITY PERIOD AND VALIDITY OF AGREEMENT

- 2.1. This Agreement shall be valid until the date when the Parties will have fulfilled their contractual obligations arising out of this Agreement. The validity period of the Policy shall be from [●] 2026 at 00:00 until [●] 2027 at 23:59 (Eastern European time) and the Policy shall be valid for 24 (twenty-four) hours per day.
- 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 and, thus, also the Policy before the expiry thereof by warning the Contractor on that in writing 15 (fifteen) calendar days in advance, if:
 - 2.3.1. the Contractor or persons engaged by it in the performance of the Agreement fail to fulfil the liabilities set in this Agreement or fulfils them in a part;
 - 2.3.2. the Contractor or persons engaged by it in the performance of the Agreement are declared as insolvent, undergoes the restructuring, winding-up proceedings or bankruptcy proceeding under the court judgement;
 - 2.3.3. a licence for provision of relevant insurance services has been annulled for the Contractor or persons engaged by it in the performance of the Agreement;
 - 2.3.4. the contractual penalty calculated for the Contractor in accordance with the procedure set out in Clause 5.6 of the Agreement has reached the maximum amount set in the Agreement, i.e., 10% (ten percent) of the amount of the Premium referred to in Clause 3.1 of the Agreement;
 - 2.3.5. in any other case, if there is a material breach of the Agreement.
- 2.4. The Contractor shall be entitled to unilaterally terminate this Agreement and, thus, Policy before expiry thereof by warning the Policyholder on that in writing 15 (fifteen) calendar days in advance, if:
 - 2.4.1. the Policyholder undergoes the winding-up proceedings;
 - 2.4.2. the contractual penalty calculated for the Policyholder in accordance with the procedure set out in Clause 5.7 of the Agreement has reached the maximum amount set in the Agreement, i.e., 10% (ten percent) of the amount of the Premium referred to in Clause 3.1 of this Agreement.
- 2.5. Upon unilateral termination of the Agreement and the Policy in accordance with Clauses 2.3 and 2.4 of this Agreement, the Contractor shall repay to the Policyholder a part of the unused Premium, which shall be proportional with the remaining validity period of the Policy, without deducting administrative expenses, by making the repayment within 10 (ten) working days from the day of receipt of the submission of the Policyholder.
- 2.6. The Policyholder has rights to unilaterally use one or both of the following options at its sole discretion:



- 2.6.1. to prolong the Policy's validity period indicated in Clause 2.1 of the Agreement for additional 2 (two) calendar month on the same terms and conditions, if there has not been a significant change in risk information, and in total not exceeding 20% (twenty percent) from the amount referred to in Clause 3.1 of this Agreement;
- 2.6.2. to purchase the provision of an additional extended Discovery Period in accordance with the terms of the Agreement (including the Technical Specification and Contractor's Proposal).

3. INSURED AMOUNT AND PREMIUM

- 3.1. The Policyholder shall pay to the Contractor the insurance premium (the "<u>Premium</u>") in the amount of EUR [●] ([●] euros, [●] cents) for the provision of the Services and the Contractor, upon occurrence of the insured event, shall ensure that the insurance indemnity is paid.
- 3.2. In accordance with Section 52, Paragraph 1, Clause 20 of the Value Added Tax Law of the Republic of Latvia, the Policyholder shall pay the Premium without paying value added tax (the "VAT").
- 3.3. In case if regulatory enactments of the Republic of Latvia changes during the validity period of the Agreement and the Services provided by the Contractor are taxable with the VAT, the Policyholder shall pay VAT in addition, and the amounts indicated in the Agreement shall be considered as the ones that exclude the VAT.
- 3.4. The Premium shall include all expenses related to provision of Services, except for expenses stipulated in Clauses 2.6 and 3.3 of the Agreement.
- 3.5. The Policyholder shall pay the Premium within 30 (thirty) calendar days after the Effective Date and the day of receipt of the invoice issued by the Contractor, to the current account specified in the invoice.
- 3.6. The Contractor's invoices shall contain the following Policyholder's details and details about the Contractor:

The Contractor:	[•]
Registration No:	[•]
VAT payer's No or indication that the Contractor is not a VAT payer:	[•]
Legal address, city, Zip code, country:	[•]
Legal name of Bank:	[•]
Bank SWIFT Code:	[•]
Bank Account No IBAN:	L[•]
The Policyholder's name, registration No and VAT No:	RB Rail AS Registration No. 40103845025 VAT No. LV40103845025



Subject:	For provided services according to the Agreement No. [●]
Specific information:	CEF reference if so requested by the Policyholder and/or other information requested by the Policyholder, if any.

- 3.7. 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).
- 3.8. The Contractor 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 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 Contractor with all information necessary for fulfilment of the Agreement which can reasonably be expected from the Policyholder;
- 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 involve experts for evaluation of the insured events reported by insured persons, if requested by insured persons;
- 4.1.5. in case if the Policyholder has not showed any objections regarding the decision taken on indemnity within 10 (ten) calendar days from the receipt of the decision (made in writing), concerning decision where such decision can be reasonably expected, it shall be deemed that it agrees with the decision made to the extent the Policyholder had the right to give such acceptance;
- 4.1.6. within 10 (ten) working days after occurrence of the insured event has come to the attention of the management board of the Policyholder, notify the Contractor on the occurrence of the insured event by sending information on the insured event to e-mail address of the Contractor, if this can be reasonably expected.

4.2. The Contractor shall:

- 4.2.1. ensure proper quality of the Services, in accordance with the Contractor's Proposal submitted to the Policyholder and other provisions of the present Agreement;
- 4.2.2. undertake to precisely comply with and fulfil the provisions of the Agreement in a timely manner;
- 4.2.3. ensure that the insurance indemnity is paid, in accordance with the amounts, procedures and terms set in applicable laws, including the Insurance Contract Law of the Republic of Latvia and this Agreement;
- 4.2.4. in case of occurrence of the insured event, ensure that decisions regarding disbursement of the insurance indemnity and disbursement of the insurance indemnity shall be finalised within 90 (ninety) 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. in case of termination of the Policy in accordance with the procedure referred to in Clause 2.5 of the Agreement, pay back a part of the unused Premium in proportion with the remaining validity period of the Policy, without deducting administrative expenses;



- 4.2.6. ensure that the insurance terms and conditions (included in the Contractor's Proposal) shall remain unchanged for the whole validity period of the Policy;
- 4.2.9. accept payment of the Premium in accordance with the provisions of Clause 3.1 of the Agreement and ensure that it is sufficient to issue the Policy;
- 4.2.10. have right to organise that a part of the insurance indemnity up to the amount that is not disputed by any of the parties is disbursed, if the Policyholder (on behalf of themselves or the insured person) fails to agree with the amount of losses/compensation calculated;
- 4.2.11. ensure that the Contractor and persons engaged by it in the performance of the Agreement will be compliant with all of the requirements of the "Supplier and Sub-Contractor Code of Conduct" and "Supplier's Declaration" and will continue to be compliant with all such requirements during the term of this Agreement.

5. REPRESENTATIONS, WARRANTIES AND LIABILITY

- 5.1. The Policyholder and the Contractor confirm by mutual signing of the Agreement that there are no circumstances prohibiting the Parties to enter into this Agreement.
- 5.2. The Contractor confirms of having all necessary rights in order to provide the Services in accordance with the terms and conditions of this Agreement.
- 5.3. Upon entering into the Agreement, the Contractor confirms that it has been informed of and has assessed all insured risks.
- 5.4. The Parties shall be responsible for failure to fulfil the Agreement or improper fulfilment thereof, as well as for losses caused to the other parties, if they have occurred as a result of activity or inactivity of one Party or persons engaged by the respective Party, 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 parties the occurring losses.
- 5.5. The Contractor shall be obliged to collect and provide the Policyholder with detailed information on the circumstances which allow the non-payment of the insurance indemnity where the interests of the Policyholder have been affected or where the Policyholder has been authorised to deal with such matters by the insured persons under the Policy.
- 5.6. If the Contractor fails to provide the Services in accordance with the deadlines indicated in the Agreement, the Policyholder is entitled to request the Contractor to pay to the Policyholder a contractual penalty in the amount of 0.1% (one tenth of a percent) from the amount of the Premium for each day of delay. The total amount of such contractual penalty shall not exceed 10 % (ten percent) from the amount of the Premium.
- 5.7. If the Contractor has issued a correct invoice and the Policyholder fails to make the payment of the Premium in accordance with the terms and conditions of this Agreement, the Contractor is entitled to request the Policyholder to pay to the Contractor a contractual penalty in the amount of 0.1 % (one tenth of a percent) from the Premium for each day of delay. The total amount of such contractual penalty shall not exceed 10 % (ten percent) from the amount of the Premium.
- 5.8. Payment of the contractual penalty shall not exempt the Parties from fulfilment of liabilities of this Agreement.

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¹ "Supplier and Sub-Contractor Code of Conduct" can be found here: https://www.railbaltica.org/wp-content/uploads/2024/04/RBGL-RBR-STN-Z-00003 1.0 Suppl.Sub-Contr.Code-of-Conduct.pdf

² "Suppliers Declaration" can be found here: https://www.railbaltica.org/wp-content/uploads/2024/04/RBGL-RBR-TPL-Z-00005_1.0_Supplier-Declar.Template.pdf



6. FORCE MAJEURE

- 6.1. Subject to the requirements set forth in accordance with Clause 6.2 and 6.3 of the 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 an event that meets all the following criteria (the "Force Majeure Event"):
 - 6.1.1. It is an event that cannot be avoided and whose consequences cannot be overcome;
 - 6.1.2. It could not be foreseen at the time when the Agreement was concluded;
 - 6.1.3. It was not caused by the act of the affected Party or a person under its control;
 - 6.1.4. It makes it impossible to fulfil the obligation arising from the Agreement.
- 6.2. Each Party shall at all times, following the occurrence of a Force Majeure Event:
 - 6.2.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;
 - 6.2.2. 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
 - 6.2.3. 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 6.2.1 and 6.3 of this Agreement.
- 6.3. 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 6.2.1 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.
- 6.4. 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).
- 6.5. As soon as practicable after the notification specified pursuant to Clause 6.4 of the Agreement, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the scope of Services to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

7. CONFIDENTIALITY

- 7.1. <u>Confidential Information</u> 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 Contractor, 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 (the "<u>Confidential Information</u>"), but excludes information which:
 - 7.1.1. the Policyholder confirms in writing is not required to be treated as confidential;



- 7.1.2. the Contractor can show that the Confidential Information was in its lawful 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 Contractor from the Policyholder under an obligation of confidence; or
- 7.1.3. was developed in a lawful way by or for the Contractor at any time independently of this Agreement.
- 7.2. The Contractor shall: (I) at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and (ii) 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 Policyholder.
- 7.3. Notwithstanding anything to the contrary set forth in accordance with this Section 7, the Contractor shall, without the prior written consent of the Policyholder, be entitled to disclose Confidential Information:
 - 7.3.1. that is reasonably required by the Contractor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, contractor, agent, officer, sub-contractor (of any tier) or adviser to the extent necessary to enable the Contractor to perform its obligations under this Agreement (subject to the same confidentiality undertakings by the recipients);
 - 7.3.2. 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 (subject to the same confidentiality undertakings by the recipients);
 - 7.3.3. 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 having the force of law; or
 - 7.3.4. 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.
- 7.4. Upon request of the Policyholder, the Contractor shall:
 - 7.4.1. return to the Policyholder all of the Confidential Information then within the possession or control of the Contractor; or
 - 7.4.2. destroy such Confidential Information using a secure and confidential method of destruction.
- 7.5. Save as required by the applicable laws, the Contractor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Policyholder as to both the content and the timing of the issue of the press release.
- 7.6. The Parties acknowledge and agree that a breach of the provisions of this Section 7 may cause the Policyholder irreparable damages that could not be adequately remedied by an action at law. Accordingly, the Contractor agrees that the Policyholder is entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

8. AUTHORISED PERSONS OF PARTIES

8.1. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: Andris Vējiņš, Lead Lawyer, telephone number +37120280813, e-mail address:



- andris.vejins@railbaltica.org; Raivo Raudzeps, Head of Legal Department, telephone number +37126381817, e-mail address: raivo.raudzeps@railbaltica.org.
- 8.2. During the control of fulfilment of the Agreement the responsible person of the Contractor shall be: [●], telephone number: [●], e-mail address: [●]

9. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 9.1. This Agreement shall be governed by and construed in accordance with the law of the Republic of Latvia.
- 9.2. 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.
- 9.3. Should the Parties fail to agree by means of amicable negotiations within the time period of 30 (thirty) 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 courts of general jurisdiction of the Republic of Latvia.

10. FINAL PROVISIONS

- 10.1. In case if any of the provisions of the Agreement becomes void as a result of amendment to regulatory enactments, this Agreement shall not become void with regard to other Clauses thereof. In such a case the Parties shall apply the Agreement in accordance with the effective regulatory enactments.
- 10.2. In case if details for any of the Parties or contact persons of the Parties or contact information thereof set in Section 8 of the Agreement are changed, the relevant Party shall notify the other Party on that in writing within 5 (five) working days from the day of occurrence of such changes. After receipt of the notification it shall become as an integral part of the Agreement. If the Party fails to fulfil the provisions of the present Clause, it shall be deemed that the other Party has fulfilled its liabilities in full by using the information available in this Agreement regarding the other Party.
- 10.3. In case of reorganisation of the Parties, this Agreement shall remain valid and the provisions thereof shall be binding to the legal successor thereof. The Party shall warn the other Party in writing on the occurrence of such circumstances ten days in advance.
- 10.4. The Parties shall agree in writing on amendments or supplementations to the Agreement, except for the case of information change referred to in Clause 10.2 of this Agreement. The written agreements shall be signed with qualified electronic signatures or wet ink (in such cases the respective documents shall be prepared in two copies, one copy for each of the Parties) and shall be enclosed with this Agreement as an integral part thereof.
- 10.5. The Parties shall not be entitled to deliver their rights and obligations related to this Agreement and arising from that to third persons unless the Agreement expressly provides otherwise.
- 10.6. For the purpose of execution of this Agreement, the Parties might transfer to each other certain personal data, such as data on employees of the Parties, data on suppliers, the Global Project stakeholders and their employees etc. The Party transferring to the other Party certain personal data shall be responsible for informing and, if necessary, obtaining the consent of the data subject for the processing of the personal data. The Parties acknowledge that for the purpose of the Agreement each of the Parties shall act as an independent controller. The Party shall transfer the personal data to the other Party and such other Party shall process the personal data only for the purposes of execution of the Agreement and other such purposes as required by applicable laws. The Parties agree that except where the Party has a separate legal basis for



- processing the personal data referred to in the applicable laws governing the protection of personal data, the Party shall not process the personal data for any other purpose.
- 10.7. During the Service provision and for a period of 10 (ten) years after expiration or termination of this Agreement, the Contractor must maintain clear, adequate, and accurate records and documentation evidencing that the Services have been carried out in accordance with the Agreement, and the Contractor must ensure that all such documentation is available to the Policyholder's representatives or auditors upon their request. 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 documentation must be kept and maintained longer in accordance with the Policyholder's instructions.
- 10.8. All annexes to this Agreement shall become as an integral part of this Agreement.
- 10.9. This Agreement is prepared as an electronic document.

11. DETAILS AND SIGNATURES OF THE PARTIES

For and on behalf of the Policyholder: For and on behalf of the Contractor:

Name, title: [●]

Bank details: Bank: Luminor Bank AS Latvijas Bank: [●]

filiāle

Bank Code: RIKOLV2X
Bank Account No.:

LV32RIKO0000084270995

Bank: [●]
Bank Code: [●]

Bank Account No.: [●]



ANNEX A: "TECHNICAL SPECIFICATION"

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ANNEX B: "CONTRACTOR'S PROPOSAL"

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