

## **Contract under public law No 1-10/20/0404-1**

**Estonian Road Administration**, registry code 70001490, seat Teelise 4, 10916 Tallinn (hereinafter “RA”), represented by Director of Strategic Planning Martin Lengi on the basis of an authorisation,

**Estonian Tax and Customs Board**, registry code 70000349, seat Lõõtsa 8a, 15176 Tallinn (hereinafter “TCB”), represented by Director General Valdur Laid on the basis of the statutes,

and

**UAB Medicinos bankas**, registry code 112027077 (non-residents code 60597676), seat Pamėnkarnio str. 40, 01114, Vilnius, Lithuania (hereinafter “Operator”), represented by Chairman of the Management Board, Chief Executive Officer (CEO) Dalia Kliškauskienė on the basis of the Articles of Association,

hereinafter collectively referred to as the parties or individually as the party, based on:

- Sections 190<sup>4</sup> (3), (4), (5), and (6) of the Traffic Act;
- Subsection 13 (1<sup>1</sup>) 25) of the Administrative Co-operation Act,
- Regulation No. 66 “Procedure for payment of road toll and service fee and procedure for refunding road toll” („Teekasutustasu ja teenustasu tasumise ning tagastamise kord“) of the Minister of Economic Affairs and Infrastructure of 28.11.2017;

have entered into the contract under public law on collecting road toll (hereinafter “Contract”) as follows:

### **1. Object of the Contract**

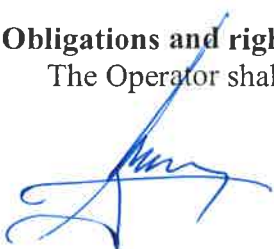
Based on this Contract, the RA shall provide the Operator with an administrative duty to collect road toll and to implement the regulation on road toll established in the Traffic Act (Chapter 12<sup>1</sup> of the Traffic Act).

### **2. General terms and conditions of the Contract**

- 2.1. At the moment of signing, the Contract has the following Annexes:
  - 2.1.1. Annex 1. List of the Operator’s sales outlets.
- 2.2. In addition to the Contract and its Annexes, the parties shall be guided by the current legislation of the Republic of Estonia, regulations, standards, and other relevant technical documents, if required.
- 2.3. Unless otherwise provided in the Contract, references to a specific clause, sub-clause or Annex shall be interpreted as references to the corresponding clause, sub-clause or Annex to the Contract. The titles used in the Contract are there for the purpose of simplification and are not considered in the definition, interpretation or limitation of the provisions of the Contract. If so indicated by the context, words of the singular number in the Contract may include the plural or vice versa.
- 2.4. The parties shall communicate in English when performing this Contract.

### **3. Obligations and rights of the Operator**

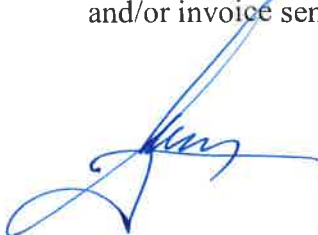
- 3.1. The Operator shall:



- 3.1.1. perform its administrative duty and collect road toll in accordance with the Contract, its annexes and the legislation;
- 3.1.2. transfer the collected amount of road toll to the TCB within 10 (ten) calendar days of the issuance of the notice by TCB in the E-Tax environment;
- 3.1.3. enable the clients (lorry owner, authorised user or other third person who wants to pay the road toll) to pay the road toll at the locations provided in the Contract during the opening hours of sales outlets;
- 3.1.4. immediately inform the clients and the parties about any circumstances that hinder the performance of the administrative duty;
- 3.1.5. use the corresponding road user charge database at [www.teetasu.ee](http://www.teetasu.ee) developed by the RA when collecting the road toll; ensure that third parties do not have access to the aforementioned information systems;
- 3.1.6. ensure functionally that the relevant computers and passwords are protected against any persons who are not authorised to use them;
- 3.1.7. not exceed the amount of service fees agreed in the Contract when performing the duty of collecting the road toll;
- 3.1.8. ensure that the clients have the option to familiarise themselves with the price list of the service fee for the road toll;
- 3.1.9. keep confidential any information that has become known to the Operator while performing the administrative duty during the validity of the Contract and also after the termination of the Contract without a fixed term, including personal data and vehicle data, which the Operator processes under this Contract acting as data processor in accordance with 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 (EU) No. 2016/679), unless the obligation to disclose such data arises from the legislation of the Republic of Estonia or the Republic of Lithuania;
- 3.1.10. carry out acts that are not expressly provided in the Contract and its Annexes, but which are necessary to achieve and comply with the objective of the Contract and which are inherently part of the Operator's duties.
- 3.2. The Operator shall have the right:
  - 3.2.1. to receive information from the TCB and the RA required for performing the administrative duty;
  - 3.2.2. to collect the contractual service fee from clients for the performance of the administrative duty.
- 3.3. The Operator may not transfer the rights and obligations arising from the Contract to third parties.
- 3.4. The Operator shall ensure and declare that it is able to perform the administrative duty and fully understands the required obligations.

#### **4. Obligations and rights of the TCB**

- 4.1. TCB shall:
  - 4.1.1. immediately inform the parties of the Contract about any circumstances that may affect the performance of the administrative duty;
  - 4.1.2. on the 2nd and 17th day of each month, inform the Operator of the amount of the road toll collected and to be paid by the Operator together with the payment deadline and a detailed note on the calculation of the amount at the E-Tax environment at [www.emta.ee](http://www.emta.ee) and/or invoice sent to [e-saskaita@medbank.lt](mailto:e-saskaita@medbank.lt);



- 4.1.3. issue information on making the notice available at E-Tax to the Operator's e-mail address [e-saskaita@medbank.lt](mailto:e-saskaita@medbank.lt);
- 4.2. The TCB shall have the right:
  - 4.2.1. to exercise supervision over the performance of the administrative duty on the basis of legislation and the Contract;
  - 4.2.2. to receive information from the party about the performance of the administrative duty that serves as the object of the Contract;
  - 4.2.3. to make a statement to the RA to suspend the Operator's rights to use the road toll database until the Operator has transferred the outstanding amount collected. The TCB shall inform the RA if the due date has been exceeded by seven days or more.
  - 4.2.4. TCB shall also have the right to initiate the recovery of the outstanding amount of the road toll collected by the Operator. TCB will warn the Operator before initiating recovery proceedings.

## **5. Obligations and rights of the RA**

- 5.1. The RA shall:
  - 5.1.1. enable access to the road toll database for the Operator;
  - 5.1.2. immediately inform the parties of the Contract about any circumstances that may affect the performance of the administrative duty;
  - 5.1.3. ensure the transfer of the information on the road user charge payments performed in the road toll database to the information system of the register of taxable persons which is managed by the TCB;
  - 5.1.4. provide the Operator with information on the requirement of the legislation of the Republic of Estonia which the Operator should be in compliance according the Contract.
- 5.2. The RA shall have the right:
  - 5.2.1. to exercise supervision over the performance of the administrative duty on the basis of the legislation and the Contract;
  - 5.2.2. to suspend the Operator's rights to use the road toll database until the Operator has transferred the outstanding amount collected;
  - 5.2.3. to receive information about the performance of the administrative duty that serves as the object of the Contract.

## **6. Principles of financing the performance of the Contract**

- 6.1. The Operator shall perform the administrative duty, which serves as the object of the Contract, at the expense of the service fee paid by the clients.
- 6.2. The Parties have agreed that the amount of a fee collected from clients for road user charge collection services is no more than three euros or 2% of the amount paid per each payment (with VAT).
- 6.3. The Operator has no financial claims against the RA and the TCB with regard to performance of the Contract.

## **7. Supervision and liability**

- 7.1. The RA shall verify that the Operator collects the road toll in compliance with the requirements established in the legislation and the Contract.
- 7.2. If the collection of the road toll does not comply with the requirements established in the legislation or the Contract, the administrative supervision authority shall have the right to issue a mandatory precept to the Operator for eliminating any deficiencies.

## **8. Liabilities of the parties**



- 8.1. The parties shall be liable for the violation of any requirements established in legislation, this Contract and the annexes thereof.

## **9. Amendment of the Contract**

- 9.1. The Contract can be amended by agreement of the parties.  
9.2. Amendments to the Contract that have not been formalised in the same format as the Contract shall be null and void, except the amendments to Annex 1 that may be made in a format that can be reproduced in writing.  
9.3. Any amendments to the Contract shall be prepared as an Annex to the Contract.

## **10. Validity and termination of the Contract**

- 10.1. The Contract shall enter into force upon signature by all parties and it shall be valid for an unspecified term. The operator is obligated to perform the contract, i.e. the operator has the right and obligation to accept the road toll, from 01.03.2020.  
10.2. A party may cancel the Contract by notifying the other parties at least 60 days in advance.  
10.3. If the Operator seriously violates the Contract, the legislation, or if the Operator has failed to comply with a precept issued by the RA or the TCB, the latter parties may extraordinarily cancel the Contract by notifying the other parties at least 30 days in advance.  
10.4. If the RA or the TCB seriously violates the Contract or the legislation, the Operator may extraordinarily cancel the Contract by notifying the other parties at least 30 days in advance.  
10.5. The Parties have agreed that a serious violation of the Contract includes, inter alia, failure to transfer the amounts gathered in road toll within 30 days from the payment deadline, or failure to ensure the proper functioning of the road toll database for reasons beyond the Operator's control, without eliminating the deficiencies by the deadline set by the Operator.  
10.6. The Contract shall be considered automatically terminated if the Operator is deleted from the commercial register or is declared bankrupt.

## **11. Contact persons of the parties**

- 11.1. Contact person of the RA: Martin Tubalkain, tel. +372 59817141, e-mail: martin.tubalkain@mmt.ee.  
11.2. Contact person of the TCB: Merle Reepalu, tel. +372 676 1155, e-mail: merle.reepalu@emta.ee.  
11.3. Contact person of the Operator: Dalia Baltušienė, tel. +370 616 11116 or Rūta Žagunytė tel. +37061441489 e-mail: pvs@medbank.lt.  
11.4. It is allowed to designate a substitute contact person if the contact person of a party is absent.  
11.5. It is required to immediately inform the other parties if there are any changes in the contact person of a party.  
11.6. Each party confirms that it will process personal data transmitted to it by the other parties for the purpose of concluding and enforcing the Contract and / or its legal obligation, in accordance with the General Data Protection Regulation (EU) No. 2016/679. Each party undertakes to inform individuals of the transfer of their personal data to the other parties in accordance with the requirements of the General Data Protection Regulation (EU) No. 2016/679, including, but not limited to, the purposes and categories of personal data transfers.



## 12. Final provisions

- 12.1. The content of the Contract is public information, unless otherwise provided by the law.
- 12.2. The Parties shall be obligated to take all appropriate measures to resolve any disputes arising from the Contract by negotiations, without prejudice to the rights and interests of the parties arising from the Contract and the law. If the agreement is not reached in this manner, all disputes arising from the Contract shall be settled in the court of the location of the RA based on the legislation of the Republic of Estonia.
- 12.3. In all matters not regulated by the Contract, the parties shall be guided by the laws of the Republic of Estonia.

## 13. Signatures of the parties

**Maanteeamet**  
**[Estonian Road Administration]**

Martin Lengi

A blue ink signature of Martin Lengi, consisting of a stylized 'L' and 'g' followed by a horizontal line.

**Maksu- ja Tolliamet**  
**[Estonian Tax and**  
**Customs Board]**

Valdur Laid

A blue ink signature of Valdur Laid, consisting of a stylized 'V' and 'L' followed by a horizontal line.

**UAB Medicinos bankas**

Dalia Klišauskienė

A blue ink signature of Dalia Klišauskienė, consisting of a stylized 'D' and 'K' followed by a horizontal line.

**Annex 1. Contract under public law No. 1-10/20/0404-1****List of the Operator's sales outlets**

| <b>Name of the sales outlet</b>  | <b>Address of the sales outlet</b>                                 | <b>Opening hours of the sales outlet</b>                                       |
|--|--|--|
| <b>Kalvarija Client Service Subdivision</b><br>(Lithuania-Poland border)   | Salaperaugis village, 69286<br>Kalvarija municipality              | I-VII 24-hour,<br>lunch break 8:15-8:45; 20:15-20:45                           |
| <b>Kybartai Client Service Subdivision</b><br>(Kybartai border inspection post,<br>Lithuania-Russia border)              | J. Basanavičiaus g. 2, 70412<br>Kybartai                           | I-VII 24-hour,<br>lunch break 6:45-7:15; 18:45-19:15                           |
| <b>Lavoriškės Client Service Subdivision</b><br>(Lavoriškės border inspection post,<br>Lithuania-Belarus border)         | Lavoriškės village, 15232<br>Vilnius District Municipality         | I-VII 24-hour,<br>lunch break 03:00-03:45, 7:40-8:00, 14:00-14:45, 19:40-20:00 |
| <b>Medininkai Client Service Subdivision Nr. 1</b> (Medininkai border inspection post, Belarus-Lithuania border)         | Medininkai village, 13019<br>Vilnius District Municipality         | I-VII 24-hour,<br>lunch break 7:30-8:00, 13:00-13:30, 19:30-20:00, 21:00-21:30 |
| <b>Medininkai Client Service Subdivision Nr. 2</b> (Medininkai border inspection post, Lithuania-Belarus border)         | Medininkai village, 13019<br>Vilnius District Municipality         | I-VII 24-hour,<br>lunch break 7:30-8:00, 14:00-14:30, 19:30-20:00, 21:30-22:00 |
| <b>Raigardas Client Service Subdivision</b><br>(Raigardas border inspection post,<br>Lithuania-Belarus border)           | Švendubrė village, 66444<br>Druskininkai municipality              | I-VII 24-hour,<br>lunch break 7:50-8:10; 19:50-20:10                           |
|  |  |  |
|  |  |  |
| <b>Salaperaugis Client Service Subdivision</b> (Lithuania-Poland border)   | Europos g. 19, Salaperaugis village, 69286 Kalvarijos municipality | I-VII 24-hour,<br>lunch break 7:45-8:15; 19:45-20:15                           |
| <b>Saločiai Client Service Subdivision</b><br>(Lithuania-Latvia border)  | Škilinпамūšis village, 39421<br>Pasvalys District Municipality     | I-VII 24-hour,<br>lunch break 7:45-8:15; 19:45-20:15                           |
|  |  |  |
| <b>Šalčininkai Border Post Client Service Subdivision</b> (Šalčininkai border inspection post, Lithuania-Belarus border) | Pamurinė village, 17127<br>Šalčininkai District Municipality       | I-VII 24-hour,<br>lunch break 00:00-00:30, 8:00-8:25, 12:30-13:00, 20:00-20:25 |

Operator's IP addresses:

**88.119.159.100**

**195.12.167.234**

**193.41.40.3**

