

Annex 6
To the Particular conditions of
contract No. EDZL-_____ as of _____ 20__

(Name of the insurance company)

To: Limited liability company "EIROPAS DZELZCEĻA LĪNIJAS", registration No.:
40103836785,

Rīga, 3 Gogoļa Street, LV-1050, Latvia (hereinafter – Insured Party)

ADVANCE PAYMENT GUARANTEE

_____ 20__ No. _____

Latvia, Riga

Date of signing and Consultant's contract number: _____ (hereinafter – Contract).

This advance payment guarantee is an integral part of the insurance policy No. _____.

We have been informed that _____ [*Name of the Consultant or partnership thereof*] (hereinafter – Policyholder) has concluded the Contract, which provides that the Insured Party shall perform advance payment to the Policyholder in the amount of [*amount in digits*] (*amount in words*) after the Policyholder, in accordance with Clause 5.7 of the Contract, has submitted to the Insured Party the advance payment guarantee and the insurance policy for the fully receivable advance payment. According to the Particular Conditions of the Contract and this advance payment guarantee the cash funds of the advance payment are legally owned by the Insured Party.

With this advance payment guarantee and insurance policy the Insurance company [*Name, address of the insurance company*], (hereinafter – Insurer), irrevocably, regardless of any disputes in connection with the Contract and without the right of withdrawal, as well as with the waiver of any reservations, the rights to object to (including the waiver to use the Policyholder's, as the principal debtor's, any reservations, objections), at first written demand by the Insured Party undertakes to pay to the Insured Party [*amount in digits*] (*amount in words*) insurance remuneration. The Insurer undertakes to pay the insurance remuneration to the Insured Party in compliance with the provisions of this advance payment guarantee. The provisions of this advance

payment guarantee must be respected by the Insurer and other entities operating on behalf of the Insurer.

Based on the fact that the Policyholder has entered into the Contract with the Insured Party, the Policyholder has committed, after receipt of the advance payment, to fully repay the received advance payment to the Insured Party. The insurance remuneration of the advance payment guarantee shall be paid based on the following conditions:

- 1) The Insurer shall be obliged to pay the insurance remuneration in full to the Insured Party if the Policyholder has not repaid to the Insured Party fully or in part the advance payment paid by him.
- 2) If the Policyholder due to the gross negligence has not repaid to the Insured Party fully or in part the advance payment paid by him, it shall be deemed to be an insurance event in the context of this advance payment guarantee and insurance policy, and in this case the Insurer shall not be entitled to refuse payment of the requested insurance remuneration to the Insurer. If the Insured Party due to the gross negligence has not repaid to the Insured Party fully or in part the advance payment paid by him, it shall be deemed to be an insurance event in the context of this advance payment guarantee and insurance policy, and in this case the Insurer shall not be entitled to refuse payment of the requested insurance remuneration to the Insurer.
- 3) By issuing the advance payment guarantee and insurance policy the Insurer confirms that the Insurer has obtained all necessary information from the Policyholder and the Insured Party in order to fully assess all risks and to fulfil the contractual obligations assumed by this advance payment guarantee, as well as confirms that the Insurer and the Policyholder have agreed in this insurance contract that the Policyholder has an obligation to pay to the Insurer without any objections the amount of money to the extent the Insurer has paid at the request of the Insured Party.
- 4) The Insurer confirms that it has no claims, objections against the Policyholder and the Insured Party regarding the amount and quality of the information received prior to the conclusion of the insurance contract, as well as that the Insurer hereby irrevocably and without reservation waives the right to dispute any claim of the Insurer to perform the payment of insurance remuneration (indisputably of the request to make payment of the insurance remuneration).

The Insurer irrevocably, regardless of any disputes in connection with the Contract and without the right of withdrawal, as well as with the waiver of any reservations, the rights to object to (including the waiver to use the Policyholder's, as the principal debtor's, any reservations, objections), at first written demand by the Insured Party within 30 (thirty) days after the receipt of the remuneration request shall pay the insurance remuneration to the Insured Party in the amount requested by him that shall not exceed [*amount in digits*] (*amount in words*).

Based on this advance payment guarantee, the Insured Party shall not be obliged to submit to the Insurer evidence of full or partial failure to fulfil obligations under the Contract and / or the fact and / or the extent of losses, however the Insured Party's remuneration request shall indicate what obligations the Policyholder has failed to fully or partially fulfil.

The insurance amount covered by the insurance contract and the advance payment guarantee shall decrease in accordance with the insurance remunerations paid according to the insurance contract and the advance payment guarantee, as well as the returned advance payment amounts that are approved in accordance with the procedure set out in the Contract.

The insurance contract and the advance payment guarantee shall not impose an obligation on the Insurer to pay insurance remunerations only in case the obligations under the Contract are not fully or partially fulfilled and losses have incurred, if it has been in direct causal connection with circumstances which, on the basis of the Contract and the regulatory enactments in force in the Republic of Latvia, are recognised as Force Majeure.

Based on this insurance contract and the advance payment guarantee the Insurer undertakes to pay the insurance remuneration only to the Insured Party, in other cases the Insured Party is not entitled to transfer the insurance contract and the advance payment guarantee to the third parties.

The Insurer's obligations against the Insured Party and the Policyholder under the insurance contract and the advance payment guarantee shall enter into force at the moment the Insured Party has paid to the Policyholder the advance payment. The Insured Party shall perform transfer in compliance with the advance payment amount indicated in the Contract to the bank _____ account No._____. The Insurer's obligations against the Insured Party and the Policyholder under the insurance contract and the advance payment guarantee shall be valid until the Policyholder has fully repaid to the Insured Party the advance payment. The Insurer and the Policyholder may terminate or make amendments to the insurance contract and the advance payment guarantee only with the prior written consent of the Insured Party.

The insurance contract and the advance payment guarantee are concluded in accordance with the regulatory enactments in force in the Republic of Latvia. Disagreements and disputes, if these cannot be settled by negotiations between the Insurer, the Insured Party and the Policyholder, shall be settled according to the regulatory enactments in force in the Republic of Latvia by a court of the Republic of Latvia.

This insurance contract and the advance payment guarantee are issued in accordance with the Insurance Rules No. ___ of ___ 20 ___ (hereinafter - the Rules). In the event of discrepancies between this advance payment guarantee and the Rules, the Rules shall be applied only to the extent this advance payment guarantee does not provide otherwise - in all cases the terms and conditions of this advance payment guarantee shall legally prevail.

Insurer's authorized representative:

(signature)

(name and surname)