

REGULATIONS

SUPERVISORY BOARD REGULATIONS

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Acronyms and Abbreviations

The following acronyms and abbreviations are used throughout this document:

Abbreviation	Definition
ARC	Audit and Risk Committee
CEO	Chief Executive Officer, Chairperson of the MB
HRC	Human Resources Committee
MB	Management Board of RB Rail
SB	Supervisory Board of RB Rail

Definitions

The following terms are used throughout this document:

Term	Definition
Articles of Association	Articles of Association of RB Rail.
Branch(es)	Registered Branch(es) of RB Rail.
Calendar	The schedule of SB regular meetings approved by SB on annual basis
Chairman	Chairman of SB.
Commercial Law	Commercial Law of the Republic of Latvia, adopted 13 April 2000
Committee(s)	SB consultative body(-ies) established for a specific purpose and in-depth analysis of SB agenda items to facilitate decision making process within SB. SB has established ARC and HRC.
Company Secretary	An employee of RB Rail who provides legal and administrative support to SB members and reports to the Chairman.
General Meeting	Annual or Extraordinary General Meeting of Shareholders

Internal Auditor	An employee of RB Rail who performs internal audit function and reports to SB.
Meeting(s)	SB regular and extraordinary meeting(s).
Member(s)	Member(s) of SB.
Minutes	Minutes of Meeting.
Observers	Representatives of Shareholders, European Commission, Ministry of Transport and Communications of Finland, the Ministry of Infrastructure of the Republic of Poland and other relevant institutions authorized to participate in Meetings.
OECD Principles of Corporate Governance	The G20/OECD Principles of Corporate Governance endorsed by the OECD Council and the G20 Leaders Summit in 2015.
RB Rail	RB Rail AS, Reg. No 40103845025, a public limited liability company registered at the Enterprise Register of the Republic of Latvia.
Regulations	These Supervisory Board Regulations.
Shareholders	Rail Baltic Estonia OÜ, Reg. No 12734109, Sabiedrība ar ierobežotu atbildību "EIROPAS DZELCEĻA LĪNIJAS", Reg. No 40103836785, and Rail Baltica Statyba UAB, Reg. No 303227458, each holding 33,3% of shares in RB Rail.
Vice-Chairmen	Vice-Chairmen of SB.

1 Introduction

1.1 Purpose

Regulations define SB rights, duties and responsibilities and SB work principles, including convocation and procedure of Meetings, passing of decisions, approval and signing of Minutes.

1.2 Application

Regulations sets the framework for rights and obligations of SB and Members individually and interaction between SB and MB members, Internal Auditor and Company Secretary. Regulations apply complementary to the provisions of Articles of Association and the applicable laws of the Republic of Latvia. If provisions of Regulations contradict Articles of Associations or applicable laws, the latter shall prevail and shall be applicable.

2 Composition, Chairmanship

1. SB is composed of 6 (six) Members elected by Shareholders in General Meeting.
2. After the election, Members shall elect Chairman and 2 (two) Vice-Chairmen by ensuring the representation of the nominees of each of Shareholders in the respective positions. The position of Chairman shall be rotated among Shareholders on annual basis. The tenure of the Chairman and Vice-Chairmen shall coincide with the Financial Year i.e. as a general rule, the tenure of the Chairman and Vice-Chairmen shall start on 1 January and expire on 31 December of the respective year. The positions of the nominees of Vice-Chairmen will be filled by the nominees of these Shareholders whose nominee has not been appointed as Chairman (each such Shareholder will nominate one vice-chairman).
3. Chairman:
 - 3.1. convenes Meetings whenever necessary, however, as a general rule convenes regular Meetings on a monthly basis;
 - 3.2. approves Meetings' draft agenda;
 - 3.3. presides Meetings;
 - 3.4. invites MB to present the position on Meetings' agenda matters and to submit relevant documents;
 - 3.5. represents SB in relations with the stakeholders including RB Rail employees, public institutions and mass media;
 - 3.6. ensures introduction on SB matters to newly elected SB member(s) and/or appointed Observer(s);
 - 3.7. supervises the implementation of SB decisions;
 - 3.8. signs extracts of Minutes;
 - 3.9. manages the work of SB in accordance with the applicable laws, Articles of Association, these Regulations and other binding documents.
4. A Vice-Chairman designated by Chairman or majority of Members takes over the responsibilities of Chairman in the case of Chairman's absence.
5. New Members are provided with an introductory training organized by Company Secretary on RB Rail work principles, culture, Member's rights and obligations, general financial, social and legal matters.
6. If a Member decides to leave Member's position, he/she in written informs on the decision Chairman, Shareholders and MB by indicating the date when the decision comes into effect.

Company Secretary is responsible to submit all the necessary documents to pass the respective decisions and to register SB changes with the competent authority.

3 Rights, Duties and Responsibilities

7. SB rights, duties and responsibilities are governed by the Commercial Law (in particular, Clauses 291-294 of the Commercial Law), Articles of Association (including decisions which require SB prior written approval as set in Clause 6.4 of Articles of Association) and other legally binding enactments. SB undertakes to follow OECD Principles of Corporate Governance to ensure transparent and compliant governance environment within RB Rail.
8. SB *inter alia* elects and removes the members of MB, determines remuneration of MB members, as well as supervises that RB Rail works in accordance with the applicable laws, Articles of Association and the decisions of the General Meetings.

3.1 Internal Regulatory Framework

9. With respect to internal regulatory framework, SB approves and reviews the implementation of the following internal governance documents (title of documents below is indicative and the modifications in the title do not affect SB's role in the approval and implementation review of the documents):
 - 9.1. internal governance documents setting up general corporate governance framework:
 - 9.1.1. Supervisory Board Regulations,
 - 9.1.2. Audit and Risk Committee Regulations,
 - 9.1.3. Human Resources Committee Regulations,
 - 9.1.4. Management Board Members' Recruitment, Succession and Remuneration Policy,
 - 9.1.5. Management Board Benefits Scheme;
 - 9.2. Internal governance documents setting up general internal control system:
 - 9.2.1. Risk Management Policy,
 - 9.2.2. Whistleblowing Policy,
 - 9.2.3. Internal Audit Regulations and/or similar internal audit regulatory document,
 - 9.2.4. Regulations on Prevention of Corruption, Conflict of Interest and Irregularities;
 - 9.3. Internal governance document setting up financial control system - Budgeting Procedure;
 - 9.4. Procurement Policy;

- 9.5. internal governance documents setting up general stakeholders' relations framework - Code of Ethics and Conduct and Communication Policy;
- 9.6. other internal governance documents upon a request of MB where SB's approval would be necessary

3.2 Internal Control

- 10. With respect to internal control, SB has the following duties:
 - 10.1. to review on the regular basis (at least annually) MB report on the identified emerging risks and the implementation of risk mitigation activities;
 - 10.2. to approve internal audit annual plan and internal audit annual report, to review internal audit reports including on the internal control system efficiency;
 - 10.3. to deliver other approvals in accordance with Articles of Association and prescribed by law.
- 11. SB approves RB Rail Annual Budget.
- 12. SB upon request of ARC:
 - 12.1. reviews and adopts decisions on the budget performance,
 - 12.2. reviews reports of ARC, including reports on:
 - 12.2.1. monitoring of RB Rail annual report preparation processes and proposals for ensuring the reliability and objectivity of the annual report;
 - 12.2.2. the conclusions made by the sworn auditor in the audit (examination) of RB Rail annual report and the opinion of ARC on how this audit (examination) has contributed to the reliability and objectivity of the RB Rail annual report and the role of ARC in this process;
 - 12.2.3. an annual report on the activities of ARC and the fulfilment of the tasks assigned to ARC;
 - 12.2.4. the effectiveness of RB Rail internal control, risk management and internal audit system as reported by Internal Auditor and MB to ARC.

3.3 Approval Exemptions

13. MB shall not be required to obtain a prior written approval of SB for entering into amendments to the agreements entered into by RB Rail provided that such amendments are not material (in Latvian: *nebūtiski*) within the meaning of Article 61 of the Public Procurement Law of the Republic of Latvia, in particular, the amendments are not material if such amendments:

- 13.1. are made to update the details of the parties (e.g., in case if any of the parties to such agreement has undergone reorganization or transfer of an undertaking process and the rights and obligations of the party have transferred to its legal successor according to the applicable laws, or the details of the party have changed and have to be updated due to any other reason); or
- 13.2. are made to correct any formatting, grammatical or other error or to introduce any other technical amendment in the respective agreement (or its annexes); or
- 13.3. are made to change (replace) the authorized representatives of the parties; or
- 13.4. are made to deal with or change administrative matters related to the agreement; or

always provided that such amendments are not material, for instance:

- 13.4.1. are not such that would have changed who bid for or won the award of the agreement should such amendments be in place already in the draft agreement during the procurement process;
 - 13.4.2. do not extend the scope considerably to encompass services not initially covered;
 - 13.4.3. do not change the economic balance of the agreement in favour of the contractor in a manner not provided for in the original agreement; or
 - 13.4.4. do not replace the contractor (with the abovementioned exception of reorganization or transfer of an undertaking).
14. MB shall not be required to obtain a prior written approval of SB for the entering into the following amendments to the detailed technical design agreements:
- 14.1. extension of deadlines for any interim paid milestones up to sixty (60) days from the commencement date provided that final deadlines and financial schedules remain unchanged and the contractor provides acceptable detailed delay elimination plan;
 - 14.2. change of sequence of performance of design of design sections provided that final deadlines and financial schedules remain unchanged;

- 14.3. performance of routine Agreements administration duties (for example, change of key-experts, Sub-Consultants and performance of other routine duties) not affecting deadlines and financial schedules but requiring amendments of the Agreements.
15. Paragraph 13 and Paragraph 14 of Regulations shall be considered as implementing provisions of Article 6.4.3 of Articles of Association and thus shall be applicable in the SB decision making process.

3.4 Interaction with Shareholders

16. SB as supervisory body of RB Rail represents the interests of Shareholders between General Meetings and constantly monitors the activities of MB within the scope of their rights, duties and responsibilities.
17. SB provides to the Shareholders:
 - 17.1. opinion on the external auditors selected by MB via procurement procedure;
 - 17.2. opinion on the Shareholders' meeting agenda items. Company Secretary informs SB on General Meeting agenda and provides necessary information for SB's opinion on the agenda items;
 - 17.3. an assessment to the Shareholders' meeting on the activities of SB and Committees on annual basis. SB includes this assessment in SB report submitted for the review at General Meeting.

3.5 Interaction with MB

18. SB interaction with MB is based on the mutual respect and trust. SB undertakes do not be involved in the management of RB Rail including not taking decisions on the matters within the competence of MB (Clause 293(5) of Commercial Law).
19. MB undertakes to provide full and true information on SB decision matters. MB proactively informs SB on any material events or risks which might affect RB Rail performance or reputation or might affect the implementation of RBGP.
20. Prior to drafting of RB Rail Corporate Strategy, MB and SB agree on the scope of the document. SB, by approving RB Rail Corporate Strategy, also defines strategic goals and priorities and regularly, i.e., at least twice per year, requests MB to report on the implementation progress.
21. SB engages in RB Rail human resources related matters within the scope defined by Articles of Association.

22. SB as a collective body and each Member separately on behalf of SB has rights to request and receive from MB all the information necessary to assure the performance of duties and role of Member including the objective and comprehensive decision making.

3.6 Fiduciary Duty, Duty of Care, Conflict of Interest, Confidentiality

23. SB (and Members individually) acts in the best interests of RB Rail and common interests of Shareholders. Fiduciary duty applies both to SB as a collective governing body and each of Members acting separately. A Member shall resign by submitting the relevant notice to Shareholders if fiduciary duty cannot be observed.
24. Members act in good faith, as a careful manager and in accordance with the highest ethical standards. In this respect, Members *inter alia* respect and comply with the Code of Ethics and Conduct of RB Rail.
25. Members shall avoid conflict of interest situations. Holding a position in the national infrastructure managers or national ministries per se shall not be deemed as creating conflict of interest or competition for business of RB Rail. However, if conflict of interest situation occurs, Members follow the procedure as per Regulations and Regulations on Prevention of Corruption, Conflict of Interest and Irregularities.
26. Any Member who has personal interests in any contractual arrangement or decision upon which SB is called to decide, shall disclose such personal interest to SB before the relevant agenda item is discussed and shall abstain from voting. The fact should be reflected in the Minutes.
27. In cases when both members of SB nominated by any of Shareholders have conflict of interest regarding any of SB reserved matters, the respective decision cannot be adopted by SB until the Shareholder replaces the respective Members by appointing the person(s) that do not have conflict of interest with respect to that SB reserved matter.
28. All information and documents received by or made available to SB, Members and/or SB meeting participants shall be treated as confidential ("limited access" or "restricted") and shall not be (directly or indirectly) disclosed to third parties or otherwise used for the benefit or in the interests of Members or any third parties (subject to below exceptions).
29. Members may, however, disclose the information to Shareholders. The information may also be disclosed to other legal entities to the extent such disclosure is required under any applicable law, regulation or the respective SB decision, or pursuant to the requirements of court of competent jurisdiction or regulatory authority. In case of the disclosure of the "limited access" or "restricted" documents to third parties other than Shareholders, the respective Member notifies MB.

30. The obligation not to disclose SB related information obtained while being a Member remains also after leaving the position of a Member.
31. If Member acts unlawfully, including in case of breach of confidentiality, or acts negligently or knowingly abusively, the respective person shall be held responsible for disclosing such information and data included in such documents pursuant to the applicable laws.
32. Members shall also:
 - 32.1. observe provisions on Transfer of Rights, Use of Information Systems as well as Health and Safety Measures enclosed to Regulations as Annex 1,
 - 32.2. refrain from activities that could create competition for business of RB Rail.
33. Articles of Association provide for certain limitations to take the position of a Member. Therefore, any Member who fails to qualify under the provisions of Clause 7.3 of Articles of Association shall duly and without delay inform the Chairman or any of the Vice-Chairmen who shall take this matter to the General Meeting for a decision.
34. Only Chairman or Member to whom Chairman has entrusted it shall be entitled make any public statements on behalf of SB or RB Rail acting in capacity of Member (or whenever third parties could reasonably assume it).

4 Work Procedure

4.1 Convocation of Meetings

4.1.1 Convocation of regular meeting

35. Regular meetings shall be held on the monthly basis in accordance with Calendar. As a general rule, SB decides in the regular meeting on the next regular meeting date, place and format considering the Calendar.
36. A notice on the convocation of regular meeting is aligned between Chairman and CEO at least 10 (ten) days prior the scheduled Meeting date. It shall contain, *inter alia*:
 - 36.1. date, time and place of Meeting;
 - 36.2. proposed agenda of Meeting, identifying in reasonable detail the matters to be discussed at Meeting;
 - 36.3. proposed draft decisions (if possible).

37. Notice and Meeting materials are dispatched by MB delegated person to Company Secretary at least 7 (seven) calendar days before the scheduled SB meeting via sharing the link to the documents placed on RB Rail server. Irrespective of the set term, MB is entitled to provide clarifications or updated information on Meeting agenda items by submitting the relevant documents to Company Secretary until the meeting.
38. Company Secretary reviews the provided materials including for the accessibility and shares the Meeting materials with Members.
39. Any Member is entitled to:
 - 39.1. propose amendments on the submitted draft agenda,
 - 39.2. request clarification or submission of additional materials deemed as necessary for the decision making.
40. If any of Members requests additional information or requires clarification on the agenda item(s), the Member informs Company Secretary on the request, and Company Secretary requests the information from MB and promptly provides it to SB after receipt.
41. Any items that are added to the meeting agenda shall be supplemented with supporting documents and information to the extent possible.
42. Any matter which is to be submitted to SB for a decision which is not identified on the agenda in reasonable detail or does not provide for sufficient documentation on the matter shall not be decided upon, unless otherwise unanimously agreed by the Members participating in the meeting. Members are entitled to postpone the review of any agenda item to the following meeting if the respective agenda item materials are not provided in due term.
43. All the materials of Meetings are placed and maintained on a server and shared via links. Participants of Meetings avoid sending via emails or other forms of communication any information which is considered as limited access or confidential.

4.1.2 Convocation of extraordinary meeting

44. The following persons shall have the right to initiate convocation of extraordinary Meeting:
 - 44.1. any Member, or
 - 44.2. CEO / CEO delegated person.
45. Extraordinary Meeting shall be initiated by a written request submitted to Chairman or any of Vice-Chairmen if Chairman is not accessible (due to illness or for any other grounded reason). Initiator in the request shall propose:
 - 45.1. the extraordinary meeting date and time;

- 45.2. format of the meeting;
 - 45.3. agenda item(s) and shall enclose relevant materials;
 - 45.4. draft decisions (if possible), and
 - 45.5. participants to be invited for the meeting.
46. If Chairman or a Vice-chairman endorses convocation of the meeting, Chairman /Vice-chairman or upon a respective delegation, Company Secretary, shall promptly dispatch the convocation notice to Members and other agreed participants.
47. If a notice of convocation is not dispatched to Members within 5 (five) calendar days following the submitted request on the convocation, the initiator of the Meeting has the right to convene Meeting by addressing the respective notice to Members explaining the circumstances of the matter. The extraordinary meeting shall be convoked on the proposed date and time if a majority of Members including at least one nominee of each Shareholder endorses the convocation.

4.2 Meeting Procedure

48. Members have an obligation to participate in Meetings and are obliged to inform Chairman prior Meeting if for any grounded reason the participation in Meeting will not be possible.
49. A quorum for any Meeting shall consist of at least 4 (four) Members including at least one Member nominated by each Shareholder.
50. Meetings, insofar it is in compliance with the applicable laws, may be held in the following formats:
- 50.1. in presence when Members participate in person, or
 - 50.2. via means of electronic communications (generally, via an agreed videoconference platform), or
 - 50.3. via correspondence (using post or e-mail).
51. Presence Meetings shall be held as per Calendar and as a general rule the Meetings' place shall be rotated among Estonia, Latvia and Lithuania. Upon Members' request, MB provides all the necessary support for Members travel arrangements. Members may, by means of electronic communications, also participate in Meetings held in presence. Means of electronic communications shall allow the Members to participate in a discussion of agenda items and to take decisions.

52. If Meeting is held by means of electronic communications, the procedure of convening and holding of the meeting shall be similar as for Meetings in presence to the extent possible.
53. If a Meeting is held via correspondence, all Members shall be provided with documents and information for the Meeting, including proposed draft decisions by sharing a link to the documents on the server maintained by RB Rail and accessible to Members. Meeting shall be deemed as happened if Members constituting quorum and representing all Shareholders provide their written opinions on proposed decisions within the set term after the documents have been received. The correspondence meeting term may be prolonged upon the request of a Member submitted in the set voting term.
54. Language of Meetings shall be English. Agendas, Minutes, draft decisions, presentations and other materials shall be in English. To the extent required by legal acts, documents, e.g., for the submission to competent authorities shall be prepared in Latvian.
55. The following persons are invited to participate in regular Meetings irrespective of the format:
- 55.1. Members,
 - 55.2. MB members,
 - 55.3. Observers,
 - 55.4. Company Secretary,
 - 55.5. other participants upon consent of Chairman.
56. Chairman ensures that persons invited to Meeting on a specific topic participates in Meeting only during the consideration of this topic to which they are invited.
57. SB may decide to hold closed Meetings.
58. MB provides all the necessary technical and administrative support to the extent possible for smooth and efficient running of Meetings.

4.3 Decisions

59. Each Member has one vote to be casted in open voting procedure.
60. Member who is not present in Meeting is also allowed to cast his or her vote prior the voting on the decision in writing, e.g., via e-mail by submitting the vote to Members and a copy to Company Secretary.
61. No SB decision will be decided upon without the affirmative vote in favor of a resolution to approve such SB decision by a majority of those Members present at a duly convened and properly quorate Meeting, provided that at least one nominee of each Shareholder is present at such Meeting and votes in favor of such resolution.

62. SB may decide to request for the independent authority opinion before taking the decision if such is required by the particular circumstances.
63. When taking decisions, SB shall evaluate identified relevant risks, their management strategies and alternative options in order to avoid taking excessive risks.
64. If a Member is not present at the discussion on Agenda item(s), Chairman shall assess whether the Meeting has necessary quorum before taking each decision in accordance with the agenda.
65. SB decisions become effective with closing of the respective Meeting.
66. SB decisions are distributed by Company Secretary to Members and CEO within 24 (twenty four) hours following closure of the respective Meeting. Procedure of drafting and approving Minutes does not affect the validity of the decisions taken during the respective Meeting.

4.4 Minutes

67. Company Secretary shall prepare and distribute to all Members for approval draft Minutes via a link to accessible document within 10 (ten) business days term following SB meeting, unless SB decides on the shorter term.
68. Members shall provide Company Secretary with their written approval or objections to the distributed draft Minutes as soon as possible but no later than within 3 (three) business days from receipt.
69. If Company Secretary within the provided term does not receive a written response from Member(s) regarding distributed draft Minutes, the respective Member(s) shall be considered to have approved the Minutes. If Member has not been able to read the draft Minutes due to sickness or other objective reason, he/she shall have the right to provide his/her opinion on the Minutes within reasonable time after the stipulated time.
70. Minutes are signed by Chairman and a Vice-Chairman, or by Vice-Chairmen in the absence of Chairman, via electronic signatures not later than by the next Meeting as soon as a quorum of Members including at least one nominee of each Shareholder participating at the respective meeting has approved the Minutes. Extract of the Minutes may be signed by Chairman only.
71. Minutes shall reflect the following:
 - 71.1. name of the company (RB Rail);
 - 71.2. time and place of Meeting;
 - 71.3. participants of Meeting;
 - 71.4. Agenda items;

- 71.5. significant discussions;
 - 71.6. specific comments and remarks expressed by participants of the Meeting upon request by the respective participant;
 - 71.7. voting split among Members if a decision is not taken unanimously.
72. Minutes from previous meetings are placed on a server platform accessible to Members and MB.

5 Committees

73. SB establishes and shall involve for the decision-making process the following Committees:
- 73.1. ARC,
 - 73.2. HRC.
74. Committees are composed of Members appointed by SB.
75. SB appoints chairman and at least 2 (two) members per each Committee. Committee chairman and members shall be nominees per each Shareholder.
76. As a general rule, the appointed Committee chairman and members term corresponds to the term of the elected SB members unless SB decides otherwise.
77. The main duties, responsibilities and work procedure of Committees are governed by regulations approved by SB.
78. SB may change the composition of Committees at its own discretion.

6 Self-Assessment and Development

79. SB shall conduct self-assessment on an annual basis. SB self-assessment form is Annex 2 of Regulations.
80. Based on the results of self-evaluation, SB shall review SB annual development plan to address the needs identified.
81. MB facilitates the preparation of SB annual development plan by submitting information on the planned railway industry events (both local and international) as well as ensures training on specific subjects upon SB request.
82. Members undertake to constantly continue developing their knowledge and competencies in corporate governance and the main areas of business of RB Rail. MB shall allocate resources in the RBR Annual Budget to cover costs of such development of knowledge and competencies of Members.

7 Remuneration and Compensation

83. The principles and amount of the remuneration for Members are provided in the Supervisory Board Members Remuneration Policy approved by Shareholders.
84. Members are entitled to receive a compensation for any costs directly occurred for the performance of Members' duties and professional development (Clause 83 of Regulations) subject to Shareholders' respective decision. Such compensation shall cover travel and accommodation for the attendance of the Meetings, attendance of workshops, trainings and other events as well as shall cover representation expenses related to the performance of obligations. Upon request of Member, MB shall ensure assistance to the Member with travel and other arrangements for the performance of Member's duties.