Rail Baltica
Coordinated by RB Rail

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

BETWEEN

RB RAIL AS LIETUVOS FILIALAS

AND

AAS “BTA BALTIC INSURANCE COMPANY” FILIALAS LIETUVOJE

RBCR-RBR-AGR-Z-00149

Agreement registration number:	1.19/LT-2024-7
Procurement procedure identification number:	RBR 2024/5

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

This SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE FOR RB RAIL AS EMPLOYEES IN LITHUANIA, 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 Lietuvos filialas, a company registered in the Register of Legal Entities of Lithuania, registration No 304430116, legal address at J. Basanavičiaus str. 24, LT-03224, Vilnius, Lithuania (the "**Policyholder**"), represented by [●], acting on the basis Regulations on Representation Rights, dated 5th September 2024, on the one side,

and

AAS "BTA Baltic Insurance Company" filialas Lietuvoje, a company registered in the Register of Legal Entities of Lithuania, with registration No 300665654, legal address at Laisvės pr. 10, Vilnius, Lithuania (the "Insurer"), represented by [●] acting on the basis of [●], 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 double track 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;

(B) RB Rail AS has organised the procurement procedure "HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES", identification No RBR 2024/5, 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 1, 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 1 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 15 (fifteen));

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 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 Lithuania (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 but no later than ten (10) working days before the start of the validity period of the Policy indicated in Clause 3.1 of the Agreement, 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 three (3) working days following the start of the validity period of the Policy, 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 is foreseen in the Proposal and 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 AND VALIDITY OF THE AGREEMENT/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. It is envisaged that the Policyholder shall procure the Services from the Insurer for twelve (12) month period starting from 1 January 2025, which, inter alia, means that **the validity period for the Policy shall be twelve (12) months, twenty-four (24) hours per day starting from 1 January 2025 0:00 o'clock until 31 December 2025 23:59 o'clock (Eastern European time (EET)).** For avoidance of doubt:

a) the twelve (12) months period shall not apply in cases when the provision of the Services 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 2025 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.

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 fifteen (15) 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 Lithuania according to the applicable laws of Lithuania;

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 execute 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. 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 thirty (30) calendar days in advance, in cases where the Policyholder has not paid more than two (2) invoices of the Insurer that are 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 ten (10) 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 two (2) months in advance.

3.6. The Policyholder may request to prolong the validity period of the Policy for additional period in total not exceeding 10% (ten percent) from the amount referred to in Clause 4.2 of this Agreement.

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 33 750.00 (thirty three thousand seven hundred fifty 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 thirty (30) 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 Lietuvos filialas**
Registration No	304430116
VAT payer's No	LT100010828019
Legal address (street, house, area, country, postcode)	J. Basanavičiaus str. 24, LT-03224, Vilnius, Lithuania

The Insurer	**AAS "BTA Baltic Insurance Company" filialas Lietuvoje**
Registration No	300665654
VAT payer's No or indication that the Insurer is not a VAT payer	LT100005808219
Legal address (street, house No, area, country, postcode)	Laisvės pr. 10, LT-04215, Vilnius, Lithuania
Name of Bank (legal name)	[●]
Bank SWIFT Code	[●]
IBAN	[●]
Specific information	For services provided according to the Agreement No 1.19/LT-2024-7.

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

$$\text{Amount of the additional Premium (for the respective Insured Person)} = \frac{\text{The Premium that must be paid if 1 (one) Insured Person receives the Services for 12 (twelve) months (as specified in the Proposal)}}{365} \times \text{Number of days remaining until the end of the validity period of the Policy*}$$

payable by the Policyholder for 1 (one) new Insured Person, the following calculation methodology will be used:

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, without deducting administrative expenses (the "**Refund**"). To calculate the specific amount of the Refund payable by the Insurer for 1 (one) Insured Person, the following calculation methodology will be used:

* 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.

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

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 in according to the Proposal) 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 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 within thirty (30) calendar days after the day of receipt of all necessary documents, which prove the occurrence of the insured event and the amount of losses;

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. 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 in according to the Proposal);

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 Proposal and in case the Policyholder and Insurer have not agreed on other arrangements) no later within three (3) 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/2024/04/RBGL-RBR-STN-Z-00003_1.0_Suppl.Sub-Contr.Code-of-Conduct.pdf; (b) www.railbaltica.org/wp-content/uploads/2024/04/RBGL-RBR-TPL-Z-00005_1.0_Supplier-Declar.Template.pdf).

6. RESPONSIBILITY OF THE PARTIES

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.

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. RIGHT TO AUDIT

7.1. The Policyholder itself, a reputable outside independent body or expert engaged and authorized by the Policyholder shall be entitled to inspect and/or audit the Insurer to ensure or verify compliance with the terms of this Agreement. The above, among other things, includes rights to inspect and/or audit:

7.1.1. the performance of any aspect of the Services; and/or

7.1.2. any documentation and/or other records used in or related to the performance of the Services, to the extent permitted by applicable laws.

7.2. The Insurer shall provide all reasonable assistance to the Policyholder, or the independent body authorized by the Policyholder in carrying out any inspection or audit pursuant to this Section 7. The Policyholder shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Policyholder, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Insurer is not compliant with the terms of this Agreement, in which case the Insurer shall reimburse the Policyholder for all of its additional reasonable costs incurred, provided such non-compliance is material.

7.3. The rights and obligations of the Policyholder set forth in accordance with this Section 7 shall survive expiration or termination of this Agreement for any reason and shall continue to apply during ten (10) years from the end of the provision of the Services.

8. ON-THE-SPOT VISITS

8.1. By submitting a written notice five (5) working days in advance the Policyholder may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.

8.2. On-the-spot visits may be carried out either directly by authorised staff or representatives of the Policyholder or by any other outside body or third party authorised to do so on behalf of the Policyholder. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Policyholder shall ensure that any authorised outside body or third party involved in this process by the Policyholder shall be bound by the same confidentiality obligations.

8.3. Insurer shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.

8.4. By virtue of "Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities", "Regulation (EU, Euratom) No 883/2013 of the

European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999" and other legislation and documentation relating to European Union grant awarding and subsequent monitoring processes, the European Commission; the European Anti-Fraud Office; the European Climate, Infrastructure and Environment Executive Agency; the European Court of Auditors and other European Union institutions and bodies might perform checks, reviews, audits and investigations towards the Insurer in case such activities are related to the use of grants awarded.

9. FORCE MAJEURE

9.1. Subject to the requirements set forth in accordance with Clauses 9.2 and 9.3 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.

9.2. Each Party shall at all times, following the occurrence of a Force Majeure Event:

9.2.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;

9.2.2. 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

9.2.3. 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 9.2.1 of this Agreement.

9.3. 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 9.2 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.

9.4. 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).

9.5. As soon as practicable after the notification specified pursuant to Clause 9.4 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.

10. CONFIDENTIALITY

10.1. 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:

10.1.1. the Policyholder confirms in writing is not required to be treated as confidential; or

10.1.2. 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

10.1.3. 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 irrespectively 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).

10.2. Subject to the terms of this Section 10, the Insurer shall:

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

10.2.2. 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.

10.3. Notwithstanding anything to the contrary set forth in accordance with this Section 10, the Insurer shall, without the prior written consent of the Policyholder be entitled to disclose Confidential Information:

10.3.1. 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;

10.3.2. 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;

10.3.3. 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;

10.3.4. 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.

10.4. Whenever disclosure is permitted to be made pursuant to Clauses 10.3.1 or 10.3.2 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.

10.5. If this Agreement is terminated for whatsoever reason, the Insurer, to the extent not contrary to imperative requirements of the applicable law and taking into account that it is required to retain certain amount of Confidential Information to ensure that the objectives set out in Section 7 are achievable, shall:

10.5.1. return to the Policyholder the Confidential Information that is within the possession or control of the Insurer; or

10.5.2. destroy Confidential Information using a secure and confidential method of destruction.

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

11. VISIBILITY REQUIREMENTS

11.1. At all times during provision of the Service, the Insurer undertakes to comply with each of the following requirements:

11.1.1. Any report, brochure, document or information related to the Services provided by the Insurer to the Policyholder or any other person which the Insurer makes publicly available shall include each of the following:

11.1.1.1. a funding statement which indicates that the Agreement is financed from CEF funds substantially in the following form: "Co-funded by the European Union";

11.1.1.2. with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as follows: "The contents of this publication are the sole responsibility of (*name of the implementing partner*) and do not necessarily reflect the opinion of the European Union". The disclaimer in all official languages of the European Union can be viewed on the website https://cinea.ec.europa.eu/communication-toolkit_en; and

11.1.1.3. the flag of the European Union.

11.1.2. Requirements set forth in Clause 11.1.1.1 and 11.1.1.3 of the Agreement can be fulfilled by using the following logo:

in the event the Insurer decides to utilize the above logo, the Insurer shall ensure that the individual elements forming part of the logo are not separated (the logo shall be utilized as a single unit) and sufficient free space is ensured around the logo; and

11.1.3. in order to comply with the latest applicable visibility requirements established by the European Union, the Insurer shall regularly monitor changes to visibility requirements; as of the Effective Date, the visibility requirements are available for review on the webpage https://cinea.ec.europa.eu/communication-toolkit_en

12. AUTHORISED PERSONS OF THE PARTIES

12.1. 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 12.3 and 12.4 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 may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated.

12.2. Each Party may replace or remove any Representative by notifying in writing the other Party immediately, but not later than 1 (one) calendar day after the replacement or the removal of the respective Representative. In such cases, separate amendments to the Agreement are not required to be made in writing.

12.3. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: [●].

12.4. During the control of fulfilment of the Agreement the responsible person of the Insurer shall be: [●].

13. DATA PROCESSING

13.1. 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.

13.2. To the extend 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:

13.2.1. to process the personal data to the minimum extent necessary;

13.2.2. not to infringe any rights of the data subjects;

13.2.3. 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;

13.2.4. to duly keep records of the personal data processing activities if such an obligation arises from the requirements of the laws;

13.2.5. 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;

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

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

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

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

14. SUB-CONTRACTORS

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

15. GOVERNING LAW AND RESOLUTION OF DISPUTES

15.1. This Agreement shall be governed by and construed in accordance with laws of the Republic of Lithuania. 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.

15.2. 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.

15.3. Should the Parties fail to agree by means of amicable negotiations within the time period of thirty (30) calendar 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 the courts of general jurisdiction of the Republic of Lithuania.

16. FINAL PROVISIONS

16.1. 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.

16.2. 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.

16.3. 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 16.1, 16.2 and Sections 7, 10, 15 of the Agreement, which shall survive the termination or expiry of this Agreement and continue in full force and effect.

16.4. 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.

16.5. 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.

16.6. 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.

16.7. 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.

16.8. This Agreement is executed as an electronic document.

17. DETAILS AND SIGNATURES OF THE PARTIES

For and on behalf of the Policyholder:	For and on behalf of the Insurer: AAS „BTA Baltic Insurance Company" filialas Lietuvoje Registration No 300665654 Legal address: Laisvės per. 10, Vilnius, Lithuania
________________________________ [●]	[●]

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[●]

____
[●]

THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH QUALIFIED ELECTRONIC SIGNATURES

AND CONTAINS TIME SEALS

Annex A: Technical Specification

TECHNICAL SPECIFICATION

for Open competition
"Health Insurance policies for RB Rail AS employees"
(ID No RBR 2024/5)

Lot No 1 "Health Insurance policy for RB Rail AS employees in Lithuania"

1. GENERAL PROVISIONS

1.1. RB Rail AS (hereinafter referred to as Contracting authority or Policyholder) intends to buy voluntary health insurance services (hereinafter – Insurance services) for employees of RB Rail AS branch in Lithuania (RB Rail AS Lietuvos filialas).

1.2. Insurance services will be purchased for the Contracting authority's employees in Lithuania. Preliminary number of insured – 45 employees (hereinafter referred to as – Insured Persons or Insured). Contracting authority does not undertake to purchase the total amount of preliminary Insurance services specified in this clause but retains option to purchase less or more, depending solely on needs of the Contracting authority.

2. INSURANCE SERVICE RATES

2.1. The Tenderer shall submit a proposal for Insurance services, the maximum insurance premium for which is **EUR 750.00** (seven hundred and fifty) annually per Insured Person and the insurance premium must be valid for 1 (one) year, taking into account the preliminary number of Insured Persons (Section 1.2 of Annex No 1 "Technical specification for Lot No 1").

2.2. Sums insured for the new added Insured Persons (for employees whose insurance period starts after 01.01.2025.) stays full, i.e., in the amounts specified in Paragraph 5 "REQUIREMENTS FOR INSURANCE SERVICES" of this Annex No 1: Technical specification for Lot No 1

2.3. In case of new inclusions: 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, using the methodology described in Clause 4.7 of the Agreement.

2.4. In case of withdrawals: 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, without deducting administrative expenses, using the methodology described in Clause 4.7 of the Agreement.

3. ADDITIONAL CONDITIONS OF INSURANCE SERVICES

3.1. In case of an insured event, the Insured may apply to any institution or company entitled to provide health care, pharmaceutical and optical services in accordance with the procedure established by the legal acts of the Republic of Lithuania.

3.2. The insurer provides electronic insurance cards for the insured employees.[1]

3.3. At the request of the Policyholder, the Insurer shall submit a report on the use of Insurance services (loss ratio) by the Insured. The report shall be presented for each group of Insurance Services (risks insured), annual adjusted total premium, and data on changes in the number of Insured Persons.

3.4. The Insured may notify the Insurer about the Insured Event during the term of the health insurance policy. If the Insurance service was received in the last month of the health insurance policy, within 30 days from the date of end or termination of the health insurance policy.

[1] With electronic insurance card is understood as mobile app that the insured employees can download on their phones.

4. INFORMATION ABOUT THE INSURED

4.1. Average age – 37,9* years;

4.2. Age range:

Up to 29 years	30 – 39 years	40 – 49 years	50 – 59 years	60 years or more
5* employees	20* employees	11* employees	1* employees	1* employees

* the data are variable - the data provided are for current employees; an increase in the number of employees is planned for the day of concluding the contract.

5. REQUIREMENTS FOR INSURANCE SERVICES

5.1. Insurance coverage is valid in the territory of the Republic of Lithuania.

5.2. The minimums sums insured applied to an employee is stated below.

5.3. Sum insured for "Outpatient health care, day-surgery, day-stationary", "All medical services" and "Prophylaxis, vaccination, pregnancy care" is minimal and mandatory. Upon signing the agreement, it will be adjusted according to the amount indicated in the Proposal of the Tenderer who was selected and awarded contract.

5.4. The insurance program, sums insured and coverage are presented in the table below. The non-reimbursable part is considered as deduction and is paid by the Insured himself.

		Minimum requirements	
No.	**Risk Insured***	**Sum Insured**	**Compensation rate**
1.	Outpatient health care, *day-surgery, day-stationary***	Tenderers proposed sum insured, EUR (Required minimum sum insured 2000 EUR)	70%[2]
2.	Inpatient treatment in public hospitals	1000 EUR	100%
3.	Prophylaxis, vaccination, pregnancy care	110 EUR	100%
5.	All medical services	Tenderers proposed sum insured, EUR (Required minimum sum insured 200 EUR)	100%
		Maximum annual premium per person	**750 EUR**

* This description provides the necessary and mandatory Insurance services for the Risks Insured stated in paragraph 6. In case standard Insurance rules of the winning Supplier provides a wider description of risks Insured, extensions would apply to this contract also.

**Tenderer may offer to pay for day surgery and day stationary services in private and state personal health care institutions from the limit of the sum insured - inpatient treatment

5.5. Health insurance must enable the Insured to purchase goods and / or services in all institutions - partners that have cooperation agreements with the Tenderer (Insurer), when paid for by the Tenderer (Insurer).

6. DESCRIPTION OF INSURED EVENTS

6.1. **Outpatient health care.** Insurer shall compensate the costs from private and public health care institutions for Insurance services provided to the Insured Persons due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. The Insurance service will cover, inter alia, the cost of the following services:

6.1.1. Consultations and services provided by family doctor or medical/doctor specialists, nurses, diagnostic (laboratory and instrumental) examinations prescribed by a doctor in health care institutions and / or home visits, in case of medical indications appears.

6.1.2. Outpatient treatment services are reimbursed if the Insured has filed a complaint, even if the illness has not been diagnosed or has not been confirmed by medically justified examinations by a doctor.

[2] Supplier can propose Compensation rate higher than 70%, but cannot propose lower compensation rate than 70%.

6.1.3. Expenses are reimbursed for additional changes in the Insured's health or other illnesses diagnosed by a doctor during the consultation, which are not related to the original reason for the Insured's application.

6.1.4. Monitoring of the diagnosed disease, postoperative condition, as well as the condition of the chronic disease, which is performed by a specialist doctor at regular intervals, prescribing examinations, treatment and recommendations as necessary.

6.1.5. Diagnosis and treatment of internal organ non-malignant tumors, subcutaneous and skin tumors: warts, non-typical and dysplastic moles, approved by siascope.

6.1.6. Diagnosis of capillary diseases and varicose veins, treatment only at the stage C3-C6 (by CEAP system) in case of medical indications.

6.1.7. Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles.

6.1.8. Diagnosis and treatment of chronic degenerative diseases.

6.1.9. Diagnosis and treatment of systemic and autoimmune diseases.

6.1.10. Allergen tests.

6.1.11. Sex hormone tests.

6.1.12. Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).

6.1.13. Diagnosis of congenital diseases / anomalies and / or treatment of their complications.

6.1.14. Psychotherapeutic treatment for up to 12 sessions during the insurance contract period, provided in a licensed health care institution Medical documentation is not required to pay for the specified services.

6.1.15. Consultations of dietician (except treatment of overweight, obesity).

6.1.16. Outpatient services, including computed tomography, magnetic resonance imaging, positron emission tomography, are reimbursed independently from the possibility to get it in part reimbursed by the Compulsory Health Insurance Fund.

6.2. Day-surgery, day stationary

6.2.1. Therapeutic and / or surgical profile services provided to the Insured in private and public health care institutions, which were necessary due to a health disorder (acute illness, chronic illness, exacerbation of a chronic illness and / or accident), in case of medical indications.

6.2.2. Day surgery services must be included in the annex to the order of the minister of Health of the Republic of Lithuania No. V-225 dated 11.02.2016 or later versions.

6.2.3. Medical aids, devices, including tissue substitutes, plates / screws / staples, implants, suture kits, prostheses (excluding endoprostheses) etc., prescribed by a doctor and used in a hospital.

6.2.4. Services are paid for independently, whether or not the institution has a contract with a territorial health insurance fund.

6.2.5. The number of day surgery and day hospital services is not limited.

6.2.6. Day hospital care services according to disease treatment profiles are specified in the Order of Minister of Health – 14.06.2017 annex V-730 or later versions.

6.2.7. Diagnosis and treatment of - internal organ non-malignant tumors, subcutaneous and skin tumors: warts, non-typical and dysplastic moles, approved by siascope.

6.2.8. Diagnosis of capillary diseases and varicose veins, treatment only at the stage C3-C6 (by CEAP system) in case of medical indications. Diagnosis and treatment of foot bones, ligaments, tendons, joints and muscles;

6.2.9. Diagnosis and treatment of oncological diseases, regardless of the stage of the disease (also after diagnosis).

6.2.10. Diagnosis of congenital diseases / anomalies and / or treatment of their complications.

6.2.11. Day hospital and day surgery services have to be agreed with the Insurer in advance.

6.2.12. Prescribed mandatory diagnostics / examinations before a day stationary or day surgery services.

6.3. Inpatient treatment in public hospitals

6.3.1. Reimbursement of medically justified services provided to the Insured due to acute illness, chronic illness, exacerbation of chronic illness and / or accident. Reimbursement of expenses in public medical institutions for:

6.3.1.1. Therapeutic and surgical treatment.

6.3.1.2. Research and consulting.

6.3.1.3. Disposable instruments for treatment, medical aid, orthopedic techniques and nursing facilities.
6.3.1.4. Nursing services.
6.3.1.5. Comfort services (single or double ward, etc.).
6.3.1.6. Applicable conditions 6.2.3. – 6.2.6., 6.2.7. – 6.2.12.
6.3.1.7. Prescribed mandatory diagnostics / examinations before Inpatient treatment.

6.4. Prophylaxis, vaccination, pregnancy care. Reimbursable expenses due to:
6.4.1. Preventive health examinations.
6.4.2. Mandatory preventive health examinations.
6.4.3. At the request of the Insured, selected examinations and consultations of doctors.
6.4.4. Vaccines chosen by the Insured or prescribed by a doctor and vaccination service.
6.4.5. Pregnancy and childbirth medical services provided during the term of insurance:
6.4.5.1. pregnancy screenings, doctor's consultations, pregnancy monitoring tests;
6.4.5.2. diagnosis and treatment of pregnancy complications;
6.4.5.3. childbirth care;
6.4.5.4. single or double ward during childbirth and after childbirth.
6.4.6. Medical documentations are not required to reimburse the costs of these services.

6.5. All medical services. Reimbursable services:
6.5.1. Outpatient treatment.
6.5.2. Day surgery, day hospital services.
6.5.3. Inpatient treatment.
6.5.4. Nursing services.
6.5.5. Rehabilitation treatment: massages (therapeutic-classical), physiotherapy procedures, physiotherapy procedures, manual therapy, occupational therapy, peloid therapy, water procedures (balneotherapy, mud baths), therapeutic showers, etc.).
6.5.6. Prophylaxis, vaccination, pregnancy care (6.4. description).
6.5.7. Medicines, vitamins, food supplements, medical aids, medical devices.
6.5.8. Dentistry:
6.5.8.1. Oral hygiene services.
6.5.8.2. Dental treatment - endodontic, orthodontic, periodontal, surgical treatment of dental diseases, including aesthetic dental filling.
6.5.8.3. Dental prosthetics - orthodontic treatment, production of removable and non-removable dentures, implants, braces.
6.5.8.4. Grave for the treatment of bruxism. Medical documentation additionally must be submitted.
6.5.9. Optics.
6.5.10. All services must be provided in a licensed health care institution. Doctors' prescriptions, extracts, etc. are not required.

Annex B: Insurer's Technical Proposal

[CONFIDENTIAL]

Annex C: Insurer's Financial Proposal

[CONFIDENTIAL]

Annex D: List of Approved Sub-contractors

[CONFIDENTIAL]