# SERVICE AGREEMENT

# on

# THE PROVISION OF HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES IN LATVIA

between

**RB RAIL AS**

("Policyholder")

and

**COMPENSA LIFE VIENNA INSURANCE GROUP SE LATVIJAS FILIĀLE**

("Insurer")

RBCR-RBR-AGR-Z-00060

Agreement number: 1.19/LV-2023-44
Procurement Procedure identification No.: RBR 2023/6

Riga

2023

Co-funded by the European Union

## TABLE OF CONTENTS

# SERVICE AGREEMENT ON THE PROVISION OF HEALTH INSURANCE POLICIES

# FOR RB RAIL AS EMPLOYEES IN LATVIA

This SERVICE AGREEMENT ON PROVISION OF HEALTH INSURANCE POLICIES FOR RB RAIL AS EMPLOYEES IN LATVIA (for Lot No 3), 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, a joint stock company registered in the Latvian Commercial Register, with registration No 40103845025, legal address at Satekles iela 2B, Riga, LV-1050 (the "Policyholder"), represented by Member of the Management Board Marius Narmontas, acting on the basis Regulations on Representation Rights, dated 14th April 2023, on the one side,

and

Compensa Life Vienna Insurance Group SE Latvijas filiāle, a company registered in the Latvian Commercial Register, with registration No 50003958651, legal address at Vienības gatve 87H, Riga, LV-1004 (the "Insurer"), represented by [●] acting on the basis of Power of attorney [●], 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 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 2023/6, that was divided into three Lots (parts) - Lot No 1 "Health insurance policies for RB Rail AS employees in Lithuania", Lot No 2 "Health insurance for RB Rail AS employees in Estonia" and Lot No 3 "Health insurance for RB Rail AS employees in Latvia" (the "**Procurement Procedure**"), where the proposal submitted by the Insurer in the Lot 3 (the "**Proposal**", 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*) was selected as the winning bid in Lot No 3 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 to the documents used to interpret the Agreement terms and conditions:

1.3.1. this Agreement document (body text);

1.3.2. Policyholder's written explanations (clarifications) given in relation to the Procurement Procedure within 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 Procurement Procedure phase;

1.3.5. written clarifications of the Insurer's Proposal that were submitted by Insurer within Procurement Procedure phase;

1.3.6. the Insurer's Proposal.

For the avoidance of doubt, the above 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 Policies 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 health insurance policies (the "**Policies**") to the Policyholders specified employees who work in Latvia (the "**Insured Persons")** and provide health insurance services (the "**Services**"), 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 Policies indicated in Clause 3.1, the Policyholder shall prepare and submit to the Insurer a list of Insured Persons indicating the name, surname, personal code of each of the Insured Persons, [details of the additional health insurance program selected, if any] and/or other information as agreed by the Parties. For the sake of clarity, the provisions included in this Clause must be interpreted without prejudice to provisions contained in Clauses 2.4 and 5.1.7 of this Agreement.

2.3. After the receipt of the list of Insured Persons, but in any case no later than within three (3) working days following the start of the validity period of the Policies, the Insurer shall deliver the Policies to the Policyholder. The following items must be provided along with the Policies for distribution to the Insured Persons - individual health insurance cards (the "**Insurance Cards**") if so requested by the Policyholder

and the terms and conditions governing the receipt of the Services (including descriptions of the respective health insurance program).

2.4. Taking into account that the employees of the Policyholder may change throughout the term of the Agreement, 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

3.1. This Agreement shall enter into force upon 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 2024, which, inter alia, means that **the validity period for Policies shall be twelve (12) months, twenty-four (24) hours per day starting from** 1 January 2024 **at 0:00 o'clock until** 31 December 2024 **at 23:59 o'clock (Eastern European time).** For avoidance of doubt:

a) the twelve (12) months terms shall not apply to Policies issued in accordance with the procedure set out in Clauses 5.1.7 and 5.2.9;

b) regardless of when the Policies shall be issued, the validity period for all Policies won't exceed 31 December 2024 23:59 o'clock (Eastern European time) unless the validity term is extended in accordance with Clause 3.7 of the Agreement.

3.2. Upon mutual agreement, the Parties shall be entitled to terminate this Agreement at any time.

3.3. The Policyholder shall be entitled to unilaterally terminate this Agreement 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 Latvia according to the applicable laws of Latvia;

3.3.4. CEF Co-financing for further financing of the Services are not available to the Policyholder fully or partly;

3.3.5. the Insurer is under international (including OFAC) or national sanctions, or a Member State's of the European Union or North Atlantic Treaty Organization applied sanctions;

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 unilaterally by notifying the Policyholder in writing at least ten (10) calendar days in advance, if the Policyholder has not paid more than two invoices of the Insurer 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 unilaterally at any time by notifying the Insurer in writing at least two (2) months in advance.

3.6. Upon termination of Policies (receipt of the Services) in accordance with procedure set out in Clause 5.1.7 of the Agreement or upon termination of the Agreement 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 proportionate to the unused validity period of the Policy, without deducting administrative expenses. The part of Premium to be paid back according to this Clause shall

be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded down to the nearest whole number. The respective payments shall be made without delay, but not later than within five (5) working days after the termination of the Agreement or receipt of the Services.

3.7. The Policyholder may request to prolong the validity period of the Policies 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 (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 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 **63 750 EUR** (sixty-three thousand seven hundred fifty euros, 0 cents), excluding VAT (the "**Total value**"). The Policyholder is under no obligation to procure the Services for any specific amount of the Total value, and the Insurer does not have the right to request that a certain amount of Services is purchased.

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 current account specified in the invoice. The Insurer shall invoice the Policyholder upon the issuance of the Policies.

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** |
|---|---|
| Registration No | 40103845025 |
| VAT payer's No | LV40103845025 |
| Legal address (street, house, area, country, postcode) | Satekles iela 2B, Riga, LV-1050 |

| **The Insurer** | **Compensa Life Vienna Insurance Group SE Latvijas filiāle** |
|---|---|
| Registration No | 50003958651 |
| VAT payer's No or indication that the Insurer is not a VAT payer | LV50003958651 |
| Legal address (street, house, area, country, postcode) | Vienības gatve 87h, Rīga, LV-1004 |
| Name of Bank (legal name) | [●] |
| Bank SWIFT Code | [●] |
| IBAN | [●] |
| | For provided services according to the Agreement No 1.19/LV-2023-44 |

4.5. The day on which the payment made by Policyholder is registered with the bank shall be deemed to be the day of execution of the payment (payment date).

4.6. The Insurer shall send the invoice to the Policyholder electronically to the following e-mail address: invoices@railbaltica.org . The Parties agree that the invoices should be submitted only electronically and that the invoice should not contain the requisite "*signature*".

## 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Policyholder shall:

5.1.1. comply with the terms and conditions of the Agreement;

5.1.2. undertake to provide the Insurer with all information necessary for fulfilment of the Agreement, including the list of Policyholders employees to be insured (Insured Persons) and any further amendments thereto;

5.1.3. pay the Premium referred to in Clause 4.1 of this Agreement, in accordance with the terms and conditions of this 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 expert for evaluation of the insured event;

5.1.6. inform the Insured Persons about the Services bought from the Insurer and hand out the Policies, Insurance Cards, if any, and the terms and conditions governing the receipt of the Services (including descriptions of the respective health insurance program).

5.1.7. be entitled to request the Insurer to terminate the Policies and cease the provision of the Services to persons who are no longer employed by the Policyholder and/or to effect the Services provision for new employees who have started their employment with the Policyholder, i.e., the Policyholder has the right to add new Insured Persons to the list of previously indicated Insured Persons. The Policyholder shall inform the Insurer about the aforementioned changes in writing, among other things, indicating the name, surname, personal code of the persons to whom the changes relates and/or other information as agreed by the Parties.

5.2. The Insurer shall:

5.2.1. ensure that all Policies are effective throughout their validity period and provide the Services, in accordance with the Agreement, and in particular, the Technical Specification and the Proposal;

5.2.2. precisely comply with and fulfil the provisions of the Agreement in a timely manner;

5.2.3. pay the insurance indemnity, 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. upon the Policyholder's request to provide the Policyholder with information related to the provision of the Services and performance of the Agreement;

5.2.6. pay back a part of the Premium according to Clause 3.6 of the Agreement in case of termination of the Policies and/or Agreement;

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. If during the validity period of the Policies the Insurance Cards are damaged or lost, the Insurer shall replace them with a new Insurance Card without any additional cost to the Policyholder or the Insured Persons within 5 (five) working days upon the receipt of the Policyholders request;

5.2.9. immediately, but not later than on the following working day after receiving the Policyholders written request per Clause 5.1.7, issue the Policy and ensure Service availability for new employees who have started their employment with the Policyholder and/or to cease the provision of the Services to persons who are no longer employed by the Policyholder;

5.2.10. upon issuing the Policy and effecting the Services provision for new employees under Clause 5.2.9 of this Agreement, the Insurer shall apply the Premium rate under the Proposal which shall be calculated in proportion to the remaining term of the Policy for each new employee of the Policyholder. The amount of Premium to be paid according to this Clause shall be calculated for each of the remaining months of the validity period of the Policy, where the number of months shall be rounded up to the nearest whole number;

5.2.11. submit to the Policyholder respective Insurance Cards, if any, and the terms and conditions governing the receipt of the Services (including descriptions of the respective health insurance program), following the issue of the Policies referred to in the Clause 5.2.9 of the Agreement, but no later within three (3) working days following the receipt of the Policyholders request under

Clause 5.1.7;

5.2.12. comply with all of the requirements of the Suppliers Declaration available on the Policyholders' website (here: https://www.railbaltica.org/wp-content/uploads/2021/06/APPENDIX-6_SUPPLIERS-DECLARATION_June_2021.pdf ) throughout the term of the Agreement.

## 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 in order to provide the Service in accordance with the terms and conditions of this Agreement.

6.3. The Parties shall be responsible for failure to fulfil the Agreement or improper fulfilment thereof, as well as for losses caused to the other Party, if they have occurred as a result of activity or inactivity of one Party or employees 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 losses.

## 7. RIGHT TO AUDIT

7.1. Notwithstanding anything to the contrary set forth in this Agreement including, 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 compliance with the terms of this Agreement, including inspecting and/or auditing:

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

7.1.2. any documentation, including all payrolls, accounts of the Insurer and/or other records used in or related to the performance of the Services.

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 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, but at the same time reserving the right of an unannounced on-the-spot visit without an advance notice, 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 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, 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 three (3) 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, in relation to the Policyholder, all information of a confidential nature relating to the Policyholder and its affiliates which is supplied by the Policyholder (whether before or after the date of this Agreement) to the 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.

10.2. Subject to the terms of this Section, 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 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 the imperative requirements of the applicable law, shall:

10.5.1. return to the Policyholder all of the Confidential Information then within the possession or control of the Insurer; or

10.5.2. destroy such 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 Service 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, 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.

12.3. During the control of fulfilment of the Agreement the responsible person of the Policyholder shall be: [●], Phone No [●], e-mail [●].

12.4. During the control of fulfilment of the Agreement the responsible person of the Insurer shall be: [●], Phone No [●], e-mail: [●].

## 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. 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 Latvia.

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 Latvia.

## 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, 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.

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, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

16.9. 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:

| | |
|---|---|
| _____ | _____ |
| Name, surname, title: | Name, surname, title: |
| Marius Narmontas<br>Member of the Management Board | Linda Kuplā, Compensa Life Vienna Insurance Group SE Latvijas filiāle, Sales director |

THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH SAFE ELECTRONICAL SIGNATURE

AND CONTAINS TIME SEAL

## Annex A: Technical specification

## TECHNICAL SPECIFICATION

for Open competition
"Health Insurance policies for RB Rail AS employees"
(ID No RBR 2023/6)

Lot No 3 "Health Insurance policies for RB Rail as employees in Latvia"

### 1. TECHNICAL SPECIFICATION

1.1. Insurance services will be purchased for the Contracting authority's employees in Latvia. Preliminary number of Insured – 150 (one hundred fifty) employees. Contracting authority does not undertake to purchase the total amount of preliminary number of insurance services specified in this clause but may exceed it. The Contracting authority keeps the right to purchase smaller amount of preliminary Insurance policies.
1.2. The place of health insurance of the Contracting authority's employees is the entire territory of the Republic of Latvia, and the health insurance of employees operates 24 (twenty-four) hours a day seven days a week.
1.3. The Tenderer shall submit a proposal for services, the insurance premium for which does not exceed EUR 426.00 (four hundred and twenty-six euros) annually per employee, excluding additional programs.

### 2. TENDERER

**2.1.** When concluding a health insurance contract, as well as making changes during the term of validity of the health insurance contract, provide health insurance without age limit for insurable employees and without requiring additional documentation.
**2.2.** Ensure receipt of insurance services without a waiting period.
**2.3.** Ensure there is no additional fee for plastic health insurance cards.
**2.4.** Ensure the receipt of insurance compensation not longer than within 15 (fifteen) calendar days after submission of the necessary documents if the insured person has paid for the medical treatment service from their personal funds.
**2.5.** Ensure the possibility to apply for compensation in electronic form by making the payment of the indemnity within 2 (two) working days from the moment of receipt of all the necessary documents.
**2.6.** Receipt of insurance compensation during the entire policy period, but no later than within 30 days after the policy expiration date, by submitting to the Tenderer personalized documents confirming payment, necessary medical documentation, etc. necessary information.
**2.7.** Ensure treatment of acute and chronic diseases and their exacerbations, as well as treatment of diseases that have begun before the start of the policy.
**2.8.** Ensure the possibility to receive medical services in a medical institution chosen by the client without applying the list of non-billable medical institutions.
**2.9.** Provide a wide choice of contractual institutions, which provide receipt of the services included in the insurance coverage through the offered insurance program by presenting a plastic digital card or digital card, making a 100% payment for the service and not making any settlements using the personal funds of the insured employees. The received services paid for using personal funds shall be paid in accordance with the compensation limits specified in the Tenderer's Technical Proposal.
**2.10.** Ensure the use of medical treatment services without sub-limits of the sum insured, except for those specified in the minimum requirements, or other restrictions during the entire term of the health insurance contract.
**2.11.** Ensure there is no expiration date for referrals from a general practitioner or attending physician.
**2.12.** Ensure possibility for the Customer to make changes to the list of insured persons during the entire insurance period, without determining the frequency of changes.
**2.13.** Ensure that the proportional principle is applied to the calculation of the change premium for insured persons - the one-month insurance premium is determined as 1/12 part of the annual premium.
**2.14.** Ensure that when calculating the balance of the premium for excluded persons, administrative expenses and compensations paid are not taken into account.

## 3. TECHNICAL SPECIFICATION REQUIREMENTS

| No.<br>Evaluation criterion | Requirements | Detailed proposal from the tenderer: |
|---|---|---|
| 3.1.<br>A | The insurance premium does not exceed **426.00 EUR** (four hundred twenty-six euro 00 cents) per year per employee, excluding additional programs. | |
| 3.2. | The insurer shall provide each insured person with a plastic Health Insurance card (without applying an additional fee) for patient's contribution and paid services (fees for consultations, fees for the payment of laboratory and diagnostic examinations). Receipt of services in medical institutions is also ensured by presenting the visualization of the Insurance Card in the mobile smartphone application. | |
| 3.3. | In accordance with the requirements set by the Customer, the Tenderer must provide the following minimum coverage of the insurance program: | |
| 3.3.1.<br>B | The minimum requirements of the Programme for one person with a total sum insured not less than **3000 EUR** (**three thousand euros**) per year for outpatient and inpatient services. The maximum insurance amount to be assessed is not more than 6000 EUR (six thousand euros). | |
| 3.3.2. | Before receiving an outpatient service, coordination with the Tenderer is not required. | |
| 3.3.3. | **Patient's fees** in the amount of 100% for outpatient and inpatient patient payments, based on the current Regulations of the Cabinet of Ministers incl. outpatient and inpatient medical care services, as well as the patient's co-payment for surgical manipulations performed in the operating room during one hospitalization. | |
| | **Services included in the paid outpatient services program** | |
| 3.4. | **Paid outpatient services without a physician's referral:** | |
| 3.4.1.<br>C | Consultations of doctors - specialists, incl. paid general practitioner, internist, surgeon, neurologist, urologist, oncologist, phlebologist, infectologist, traumatologist, orthopedist, gynecologist, endocrinologist, cardiologist, rheumatologist, nephrologist, gastroenterologist, proctologist, pulmonologist, allergist, immunologist, otolaryngologist, ophthalmologist, hematologist, occupational physician, dermatologist, physiotherapist, physical medicine doctor, manual therapist, rehabilitologist, etc.<br>First-time and repeated consultations without additional restrictions not less than **35 EUR** (threety-five euros) per consultation. | |
| 3.4.2. | Home visit of medical staff, incl. transport costs, not less than **35 EUR** (thirty-five euros); | |
| 3.4.3. | Payment of a consultation of a professor, associate professor, and a specialist of the highest qualification not less than 50 EUR (fifty euros). | |
| 3.4.4. | Mandatory health examinations in accordance with Cabinet Regulation No. 219 "Procedures for the Performance of Mandatory Health Examinations" to the extent required for the performance of professional duties; 100% payment for the services in Tenderer's contract and non-contractual institutions. | |
| 3.4.5. | Vaccination (flu, tick-borne encephalitis); 100% payment for the service. | |

| | | |
|---|---|---|
| 3.4.6 | Paid care services for pregnant women (doctor's visits, diagnostic and laboratory examinations, etc.), in accordance with the conditions of the paid outpatient program, with a limit during the insurance period not less than 200 EUR (two hundred euros). | |
| 3.4.7 | Payment of public and private emergency medical care in the amount of 100%. | |
| 3.4.8 | Medical statements – for drivers, permit for carrying a weapon, marriage registration; payment of the service in the amount of 100% in the Tenderers contract and non-contractual institutions. | |
| **3.5.** | **With the referral of the general practice or attending physician** | |
| 3.5.1<br>D | Medical procedures and therapeutic manipulations, incl. injections, infusions, blockings, dressings, punctures, manipulations in surgery, gyneecology, urology, ophthalmology, dermatology, LOR manipulations, etc., payment for services not less than **25 EUR** (twenty-five euros) for manipulation. | |
| 3.5.2 | Laboratory investigations of wide spectrum with a physician's referral – at least the following: liver tests and ferments (ALAT, ASAT, bilirubin-total, GGT, KFK – creatine kinase, LDH, lipase, alpha-amylase, pseudocholinesterase, alkaline phosphatase, alkaline phosphatase bone fraction, acid phosphatase, ceruloplasmin); allergy (IgE – total, eosinophilic leukocytes in nose secretion); electrolytes (natrium, potassium, chlorine, calcium, phosphorous, magnesium, lactate, CO2 – bicarbonate); investigations of faeces (consistency, hidden blood, Enterobius verm. eggs, Entamoeba histolytica Ag, parasite eggs, protozoa cysts); glucose regulation (glucose, glucose in plasma, glucose in quantity/acetone in urine, Hb A1c, insulin, C peptide); haematology and anaemia diagnostics (full and partial blood pattern, clinical blood pattern, haemoglobin, haematocrit, erythrocytes, erythrocyte basophilic stippling, erythrocyte osmotic resistance, leucocytes, leucocyte formula, thrombocytes, reticulocytes, iron, ferritin, transferrin, folic acid, haptoglobin, vitamin B12, erythropoietin, blood pH, blood parasites, EGĀ); inflammatory markers, auto-antibodies (CRO, ASO, interleukin 6, interleukin 6 in sperm, complement factor C3, complement factor C4, RF, GBM IgG - antibodies to glomerular basal membrane); immune technology (rhesus, anti-erythrocyte antibodies, identification of anti-erythrocyte antibodies, title of anti-erythrocyte antibodies, circulating immune complexes, indirect Coombs reaction, direct Coombs reaction); infection diagnostics (A gr. streptococcus Ag, Anti Rubella v. IgG, Anti Rubella v. IgM, rubeola virus IgG, rubeola virus IgM, tick-borne encephalitis virus IgM liquor, tick-borne encephalitis virus IgG, Anti HBs, Lyme borreliosis IgM, Lyme borreliosis IgG); cardiologic markers (high sensitivity troponin I, high sensitivity troponin T, high sensitivity CRO, creatine kinase MB fraction, myoglobin); coagulogy (fibrinogen, APTL, D-dimers, prothrombin time, thrombin time, blood flowing time); investigations of sputum (acidoresistant bacteria in sputum, asthma elements in sputum, microscopic and bacterioscopic investigation of sputum; lipids (total cholesterol, high density cholesterol, low density cholesterol, triglycerides, apolipoprotein A1, apolipoprotein B, lipoprotein (a)); markers (PSA, free PSA, S-100 antigen, CEA, CA-125); protein (total protein, total protein, albumin, albumin/globulin, immune globulin A, immune globulin G, immune globulin M, M gradients); investigations of serous cavities (amylase, creatinine); change of nitrogen bodies (creatinine, creatinine clearance, urea, uric acid, ammonia); urine investigations (specific weight, clearness, colour, protein, protein | |

| | | |
|---|---|---|
| | 24 h, Zimnitsky test); examinations of urogenital material (cytological investigation of gynaecological material, swab analysis, prostate exprimate); thyroid gland hormones; other analyses and services (25-OH-Vit.D total (D3+D2), corticol, corticol in saliva, aldosterone, AKTH, cytology, histone antibodies, lysozyme, prostate biopsy, Demodex folliculorum, fungi microscopy, processing of the analysed material, sampling) etc.<br>Payment of the service in the amount of 100% in the Tenderers contract and non-contractual institutions | |
| 3.5.3<br>E | A wide range of diagnostic (instrumental) examinations, incl. X-ray diagnostics of organs and parts of the body, RTG examination in several planes, digital fluorography, mammography, sonoscopy and dopplerography, vascular examination, ultrasonography of various parts and organs of the body – abdominal cavity organs, joints, prostate, lymph nodes, etc., non-invasive examinations of the heart, electrocardiogram, echocardiography, Holter monitoring, veloergometry, etc., breathing test, audiography, bronchoscopy, cystoscopy, electro-encephalogram, electromyography etc. examinations. Payment for one diagnostic examination not less than **35 EUR** (threety-five euros). The maximum limit to be assessed is not more than 100 EUR (one hundred euros) per examination. | |
| 3.5.4<br>E | High-tech diagnostic examinations, incl. computed tomography examinations with/without contrast medium, magnetic resonance imaging with/without contrast medium, endoscopy examinations (incl. fibrogastroscopy and colonoscopy), 3- and 4-dimensional examinations, scintigraphic examinations and other expensive technology examinations with a limit during the insurance period not less than **200 EUR** (two hundred euros) without sublimits and restrictions, without applying the price list. The maximum value to be assessed shall not be more than EUR 750 (seven hundred and fifty euros) per year. | |
| 3.5.5 | Physical therapy **10 procedures** during the insurance period not less than **5 EUR** (five euros) per once - ultrasound, electrophoresis, magnetotherapy with a variable and constant magnetic field, phonophoresis, didinamophoresis, fluctorization, fluctophoresis, microcurrent therapy, ultra-short waves, centrimeter and millimeter waves, diadynamic currents; sinusoidal modulated currents, interference currents, foresis; diathermy, inductothermy, inductoelectrophoresis, microcurrent therapy, transcutaneous electrostimulation, electroneurostimulation, etc. | |
| 3.5.6<br>F | Paid inpatient care. The minimum insurance amount for daily and round-the-clock inpatient services is not less than **900 EUR** (nine hundred euros) in the period and for one case of hospitalization. The maximum insurance amount to be assessed is not more than 1800 EUR (one thousand eight hundred euros) in the period and for one case of hospitalization. | |
| 3.5.6.1 | Paid inpatient services, with a referral from the attending physician, without restrictions in a medical institution chosen by the patient and without the application of the price list. | |
| 3.5.6.2 | Treatment at a 24/7 or day inpatient hospital - diagnostics, laboratory and instrumental examinations, consultations, manipulations, and procedures. | |
| 3.5.6.3 | Treatment in conditions of increased service if such are provided by a medical treatment institution. | |
| 3.5.6.4 | Paid bed days | |
| 3.5.6.5 | Elective and emergency operations in a 24/7 or day inpatient hospital. | |

| | | |
|---|---|---|
| 3.5.6.6 | Paid medical surgery, incl. spinal, neurosurgical, proctological (incl. in thermoablation technique), micro-surgical, endoprosthetic surgery, laser surgery, lithotripsy, retinal laser coagulation, nasal septum surgeries, hernia surgeries, bone deformity surgeries, medical eye surgeries, arthroscopic surgeries, incl. reconstruction of ligaments of large joints (crucial, shoulder, meniscus, etc.) and other medical paid surgeries. | |
| 3.6 G | Dentistry | |
| 3.6.1 | Dental and oral hygiene services with **50%** payment, with a limit of not less than **150 EUR** (one hundred and fifty euros) per year. Maximum value limit not more than 500 EUR (five hundred euro) per year. | |
| 3.6.1.1 | - Emergency care for acute toothache;<br>- Dental consultations, RTG, CT, local anesthesia;<br>- Therapeutic and surgical dental services.<br>- Dental hygiene services | |

4. **Purchase of additional programs**

4.1. In accordance with the requirements set by the Contracting Authority, in accordance with terms defined in the Agreement, the Tenderer must provide the opportunity to purchase additional programs. The Tenderer determines the insurance premiums, taking into account the number of employees indicated in the technical specification:

| | | |
|---|---|---|
| **4.2 H** | **Purchase of medicines** | |
| 4.2.1 | Purchase of medication, without medication restriction for groups and cases of illness with a prescription issued by the attending physician, 50% payment, with a limit of no less than 70 EUR (seventy euros) per year. Pays for medications prescribed by outpatient care doctors registered in the Medicines Register of the Republic of Latvia at the time of conclusion of the Insurance contract in accordance with the prescription. | |
| 4.2.2 | Insurance premium (group from 15 (fifteen) employees).<br>Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it.<br>The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies. | |
| **4.3 I** | **Sports lessons** | |
| 4.3.1 | Payment for sports lessons, 4 times a month, 4 (four) EUR for one time. The sports lessons specified in the program, received at sports service provider institutions are paid for:<br>- exercise machines (including body-bike);<br>- swimming pool (including water aerobics);<br>- tennis;<br>- squash.<br>Sports lessons are paid for one-time visits, as well as for 4, 6, 8, 10 or 12 times subscriptions and one or up to 3 month subscriptions. | |
| 4.3.2 | Insurance premium (group from 25 (twenty-five) employees).<br>Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it.<br>The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies. | |
| **4.4 J** | **Outpatient rehabilitation services** | |
| 4.4.1 | Outpatient rehabilitation with a referral from the attending physician, with a limit of no less than 150 EUR (one hundred and fifty euros) per year. | |

| | | |
|---|---|---|
| | The following are paid:<br>- therapeutic massage procedures;<br>- mud applications or water procedures;<br>- therapeutic exercise classes;<br>- manual therapy procedures;<br>- occupational therapy procedures;<br>- osteopathic treatment;<br>- taping;<br>- sling therapy. | |
| 4.4.2 | Insurance premium (group from 50 (fifty) employees).<br>Contracting authority does not undertake to purchase the total amount of preliminary insurance services specified in this clause but may exceed it.<br>The Contracting authority keeps the right to purchase smaller amount of additional programs for insurance policies. | |

## Annex B: Insurer's Technical Proposal

## Annex C: Insurer's Financial Proposal

## Annex D: List of approved sub-contractors