

Directors' & Officers' Liability Policy Schedule

This is a claims made Certificate. Except as otherwise provided herein, this Certificate covers only *Claims* first made against *You* during the *Certificate Period*. All words in italics within the Certificate or this Schedule shall have the meaning given to them in Section 4 of the Certificate entitled "Definitions". Your attention is drawn to the Claim Reporting at Section 7.1.

Policy Reference:	OP44240112
Item 1: Insured:	UAB Valstybės investicinis kapitalas Gedimino pr. 38, Vilnius, Lithuania
Item 2: Certificate Period:	From: 23 rd October 2024 at 00:00 Central European Time To: 23 rd October 2025 at 00:00 Central European Time
Item 3: Limit of Indemnity:	EUR 1,000,000 in the aggregate for the <i>Certificate Period</i>
Item 4: Emergency Costs Sub-limit:	10%
Item 5: Additional Limit for Non-Executive Directors:	5% per Non-Executive Director but 10% in the aggregate for the <i>Certificate Period</i>
Item 6: Offering of Securities Threshold:	Nil
Item 7: Deductible:	Nil but EUR 25,000 each and every Claim in respect of Reimbursement of the Company
Item 8: Premium	EUR 6,000 in the aggregate for the <i>Certificate Period</i> Plus Insurer administration fee EUR 500 Total Payable <u>EUR 6,500</u>
Item 9: Date of Proposal:	30 th September 2024
Item 10: Certificate Wording:	As attached. However it is understood and agreed that the Technical Specification (Lithuanian language) issued by the Insured in respect of the public procurement of this insurance shall prevail in the event of a discrepancy of cover between that Specification and this Certificate. Attached as Annex 1.
Item 11: Endorsement Attached:	Endorsement 1 – Cyber Loss Exclusion
Item 12: Automatic Renewal Extension:	Not Applicable
Item 13: Date for Auto Renewal:	Not Applicable
Item 14: Prior and Pending Date (for Pollution)	26/08/2020 26/08/2020
Item 15: Limit for Assets of Created or Acquired Subsidiary:	25% of Gross Consolidated Assets of the Insured at Inception of the Policy
Item 16: Endorsements	Cyber Loss Exclusion as attached
Item 17: Insurer:	100% Nexus Europe
Item 18: Governing Law & Jurisdiction:	The Law and Courts of the Republic of Lithuania

Original Signing Schedule

The following insurer(s) subscribe to this Policy for the participations detailed below:

100% Nexus Europe SAS



100%

Business bound on behalf of: Accredited Insurance (Europe) Limited

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All contract changes to be agreed by Nexus Europe SAS (UK Branch).
Premium to be settled directly with Nexus Europe SAS.
All claims to be agreed by Nexus Claims Management Services Ltd
Binding Authority UMR: NEXUS01/2021
Nexus Europe SAS SIREN 795369818, RCS Paris
Regulated by ACPR and Orias registered under FRN 13010234



Date: 18/10/2024

Endorsement 001

Cyber Loss Exclusion

1. It is understood and agreed that, notwithstanding any provision to the contrary within this Policy, this Policy excludes any *Cyber Loss*.
2. *Cyber Loss* means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1 the use or operation of any *Computer System* or *Computer Network*;
 - 2.2 the reduction in or loss of ability to use or operate any *Computer System*, *Computer Network* or *Data*;
 - 2.3 access to, processing, transmission, storage or use of any *Data*;
 - 2.4 inability to access, process, transmit, store or use any *Data*;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any *Computer System*, *Computer Network* or *Data*.
3. *Computer System* means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. *Computer Network* means a group of *Computer Systems* and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange *Data*.

Data means information used, accessed, processed, transmitted or stored by a *Computer System*

THIS IS A CLAIMS MADE CERTIFICATE OF INSURANCE

In consideration of the payment of premium, *We* agree to insure *You* in accordance with the terms of this Certificate.

Section 1: Standard Cover

We will pay *Loss* incurred by *You* or on *Your* behalf in respect of any *Claim* first made against *You* during the *Certificate Period* (or a *Discovery Period*, if applicable) for a *Wrongful Act*.

If the *Company* pays *Loss* on *Your* behalf in respect of any *Claim* first made against *You* for a *Wrongful Act* then *We* will pay such *Loss* on behalf of the *Company* instead. This also applies to any of the Additional Covers detailed in Section 2 below. However, the *Company* is not insured in its own right under this Certificate.

Section 2: Additional Cover

2.1 Emergency Costs

If *Our* written consent cannot be obtained within a reasonable time before *Costs* (save for the *Costs* of a Public relations consultancy referred to below) are incurred in respect of a *Loss* then *We* will give retrospective consent to such *Costs* up to the amount specified in Item 4 of the Schedule.

2.2 Public Relations Cover

In the event that *You* or the *Company* reasonably consider that the services of a public relations consultancy are required urgently:

- (a) in order to prevent or minimise the risk of a *Claim* which would be covered under this Certificate; or
- (b) to deal with any media coverage in relation to a *Claim* which would be covered under this Certificate

then *We* will reimburse reasonable fees and *Costs* incurred as a result of *You* instructing an appropriate consultancy up to a maximum limit of EUR 100,000 in the aggregate for all such *Claims*.

Please note that this limit shall be part of and not in addition to in addition to the *Limit of Liability* stated in Item 3 of the Schedule to this Certificate.

Please note that in place of Section 7.1 *Your* entitlement to this additional cover is conditional on *You* or the *Company* providing *Us* with full written details of the appropriate action taken no later than 30 days after *You* or the *Company* first become aware of any occurrence that requires the services of a public relations consultancy.

After the aforementioned 30 days *We* will only pay the *Costs* of a public relations consultancy to which *We* have consented prior to those *Costs* being incurred.

2.3 Retirement Cover

If:

- (a) the *Company* does not renew this Certificate or replace it with any other insurance providing directors and officers liability coverage; and
- (b) one of the *Discovery Period Options* detailed in Section 2.16 of this Certificate has not been purchased then

You will be automatically entitled to a 72 month *Discovery Period* at no additional premium after the expiry of the *Certificate Period* provided that *You* retired from *Your* position prior to the expiry of the *Certificate Period*.

Please note that cover will not be effective if *You* have retired from *Your* position as a result of the *Company* being placed into liquidation, receivership or administrative receivership (whether voluntarily or involuntarily).

2.4 Automatic Acquisition (New Subsidiaries)

If the *Company* creates or acquires a *Subsidiary* during the *Certificate Period* then *Wrongful Acts* committed after the effective date of acquisition will automatically attract coverage under this Certificate unless that other company:

- (a) has total assets that exceed the sum stated in Item 16 of the Schedule; or
- (b) is incorporated in, is domiciled in or has an office or subsidiary company in the *USA* or *Canada*; or
- (c) has, has had, or to the knowledge of any person insured under this Certificate intends to have its securities traded in the *USA*.

If any such newly created or acquired *Subsidiary* does not automatically attract coverage on account of condition (a) and/or (b) above, then there is automatic coverage for 60 days during which time the *Company* must provide *Us* with full information in respect of the new *Subsidiary* for our assessment of the increased exposure and *We* may then agree at our absolute discretion to extend cover in return for the payment of additional premium and/or amendments to the terms of this Certificate.

If any such newly created or acquired *Subsidiary* does not automatically attract coverage on account of condition (c) above, then no coverage will apply under this Certificate. It is agreed, however, that if the *Company* provides *Us* with full information in respect of the new *Subsidiary* for our assessment of the increased exposure, then *We* may agree at our absolute discretion to extend cover in return for the payment of additional premium and/or amendments to the terms of this Certificate.

Coverage as is afforded to *You* in relation to any such newly created or acquired *Subsidiary* shall apply solely in respect of a *Wrongful Act* committed on or after the effective date of creation or acquisition of such *Subsidiary*.

2.5 — Outside Directorship Cover

We will pay *Loss* as incurred by *You* or on *Your* behalf in respect of a *Claim* made against *You* in *Your* capacity as a director or shadow director, officer, trustee (excluding a pension trustee) or governor of any other *Company*, corporation or organisation provided that *You* hold or held that position at the specific request or explicit acknowledgement of the *Company*.

This cover is specifically in excess of any other insurance protecting *You* while holding such position.

This additional cover does not apply to:

- (a) positions held in a company registered or headquartered in the USA; or
- (b) positions held in any other company, corporation or organisation which has, has had, or to the knowledge of any person insured under this Certificate intends to have, its securities traded in the USA.

If *You* hold any such positions then *You* can provide *Us* with further information relating to them and *We* may then agree at *Our* absolute discretion to extend cover in return for the payment of additional premium and/or amendments to the terms of this Certificate.

It is understood that this cover includes positions held on any funds, UCITS, Partnerships, SICAVs and any other similar structure where such position is with the knowledge of the *Company*.

2.6 Non Executive Directors Additional Limit of Liability

In the event that the *Limit of Liability* under this Certificate becomes exhausted then *We* agree that *We* will provide an additional limit as specified in Item 5 of the Schedule per non executive director subject to the following:

- (a) this additional cover is only available to a non executive director who has not been involved in any *Claim* or *Claims* during the *Certificate Period*; and
- (b) the total of *Our* aggregate liability for all such additions shall not exceed a further 100% of the aggregate *Limit of Liability* under this Certificate; and
- (c) this additional cover will only operate in excess of the total indemnity available under any other policies in excess of this Certificate or of any other cover available to the individual director for the *Claim* for which indemnity is sought; and
- (d) provided that the non executive director by whom the additional *Limit of Liability* is sought is not directly or indirectly involved in any *Wrongful Act* or *Claim* under this Certificate that was responsible for or contributed to any *Claim* or *Claims* which was responsible for the erosion of the previous *Limit of Liability* on an individual or aggregate basis.

2.7 Official Investigation Costs

We will pay reasonable legal fees incurred by *You* up to the *Limit of Liability* under this Certificate in the aggregate for the *Certificate Period*;

- (a) resulting from any required attendance by *You* at any official investigation, examination, inquiry or other similar proceeding
- (b) ordered or commissioned by any official body or institution that is legally empowered to investigate the affairs of the *Company*

provided that *We* have consented in writing to *You* incurring such *Costs* before they are incurred. It is agreed that *We* will not unreasonably withhold such consent.

Please note that if *You* believe that as a result of the background to, or as a result of, any such official investigation, examination, inquiry or other similar proceeding, circumstances exist which may reasonably be expected to give rise to a *Claim*, notice must be given to *Us* in accordance with Section 7.1. The maximum amount of *Our* liability under this extension is limited to EUR 100,000 which amount shall be part of and not in addition to the *Limit of Liability*.

2.8 Extension to the Certificate Period in the Event of Merger, Consolidation or Liquidation

In the event of any situation occurring as described in Section 7.6 of this Certificate, it is agreed that the *Certificate Period* shall be automatically extended by 90 days.

This does not otherwise affect the right of the *Company* to request a Discovery Period as described in Section 2.16.

In the event of such Merger, Consolidation or Liquidation then please note the effects of Condition 7.6.

2.9 Pre-Agreed Run-Off Coverage in the case of Merger or Acquisition or Liquidation

In the event of an occurrence taking place as described in Section 7.6. the *Company* shall be entitled to request from *Us* a replacement run-off Certificate for *You*. In such event *We* agree to offer a replacement run-off Certificate:

for a period of 12 months for a premium of no more than 125% of the annual or annualised equivalent of the premium stated at Item 8 of the Schedule;

It is agreed, however, that if *You* or the *Company* have provided *Notification* or have made *Us* aware of a *Wrongful Act* which may reasonably be expected to give rise to a *Claim*, then *We* are not bound to provide a replacement run-off Certificate for the premiums stated above. In this case, however, *We* may offer the *Company* a replacement run-off Certificate on such terms and conditions as *We* decide are appropriate and at *Our* discretion.

If any replacement Certificate is purchased under this Section of this Certificate, then:

- (i) it will have effect from the effective date of the appropriate occurrence as described in Section 7.6 of this Certificate or of the liquidation; and
- (ii) it will only apply to *Wrongful Acts* actually or allegedly committed by *You* prior to the effective date of the appropriate occurrence as described in Section 7.6 of this Certificate or of the liquidation; and
- (iii) *We* will refund the relevant proportion of the premium calculated pro rata as at the effective date of the appropriate occurrence as described in Section 7.6 of this Certificate (regardless of the provisions of Section 7.7 of this Certificate); and

- (iv) it may not be cancelled and the premium for it is not refundable (save that *We* may cancel it due to non-payment of premium in accordance with the terms of this Certificate by giving 30 days written notice to the *Company*); and
- (v) it will not provide Retirement Cover or a Discovery Period as provided for in this Certificate (unless agreed by *Us* to the contrary).

2.10 Mitigation Costs

You may request advice in relation to any *Circumstance* notified in accordance with this Certificate as to *Your* legal position in relation to the same and in relation to any steps that might be taken or be appropriate to avert or minimise the risk of a *Claim* arising from such *Circumstance*.

We agree to pay the cost of obtaining any such advice from a lawyer retained by you with *Our* consent up to the limit of EUR 10,000 per request and subject to an aggregate limit of EUR 50,000 (the limit applicable to this cover is part of and not in addition to the *Limit of Liability* for this Certificate). Any such *Costs* will not be regarded as part of the defence *Costs* of any subsequent *Claim*.

2.11 Extradition Cover

We will pay reasonable *Costs* fees and expenses incurred by *You* up to the *Limit of Liability* of this Certificate in the aggregate with respect to any extradition proceedings in relation to:

- (a) Any lawyer retained by *You* with *Our* consent directly in relation to extradition proceedings against *You*; and
- (b) A public relations consultant to provide advice in relation to extradition proceedings against *You*.

We will also pay reasonable costs incurred by any member of *Your* immediate family for travel and hotel expenses to be near *You* during the extradition proceedings and any consequent trial in another jurisdiction up to EUR 10,000 per *Claim* against *You* (the limit applicable to this cover is part of and not in addition to the *Limit of Liability* for this Certificate).

2.12 Witness Cover

We will pay reasonable travel costs and living expenses incurred by *You* when giving evidence to defend a *Claim* first made against *You* for a *Wrongful Act* during the *Certificate Period* provided that *We* have consented in writing before such costs are incurred and subject to a sub-limit of GBP 2,000 per individual and in the aggregate.

The limit applicable to this cover is in addition to the *Limit of Liability*.

2.13 Personal Liberty and Property Costs

We will pay *You* up to a limit of eur 100,000 in respect of a *Claim* made against *You* in *Your* capacity as a director a director, officer, manager or trustee of the *Company* or the equivalent in any other jurisdiction for:

- (a) Any bail bond premium or civil bond premium in respect of any proceedings to prohibit *You* from holding the office of a director or of proceedings to deport *You* or to restrict *Your* liberty to a specified domestic property; and
- (b) The reasonable fees costs and expenses incurred by *You* in respect of any proceedings to confiscate property or to suspend or freeze *Your* rights of property ownership of either real or personal property or to impose a charge over *Your* real property or personal property; and
- (c) The reasonable fees *Costs* and expenses incurred by *You* in respect of any proceedings to prohibit *You* from holding the office of a director or of proceedings to deport *You* or to restrict *Your* liberty to a specified domestic property.

The limit applicable to this cover is part of and not in addition to the *Limit of Liability*.

2.14 Interpretive Counsel

We will pay:

- (a) The reasonable costs fees and expenses incurred by *You* in appointing counsel in the jurisdiction in which *You* are based to interpret any advice received from counsel in a foreign jurisdiction for a *Wrongful Act* in response to a *Claim* made in that jurisdiction; and
- (b) The reasonable costs of any translation needed to obtain such advice.

2.15 Environmental Claims Extension

We will pay up to the *Limit of Liability* of this Certificate in the aggregate defence *Costs* incurred by *You* in accordance with the terms of this Certificate in relation to any environmental *Claim* against *You*.

An environmental *Claim* is one which:

- (a) Involves the actual alleged or threatened discharge, dispersal, release or escape of *Pollutants* including greenhouse gasses; or
- (b) Involves a direction by a regulator to test for, monitor or clear up *Pollutants* including greenhouse gases.

Provided always that the *Claim* arises from a *Wrongful Act*.

2.16 Discovery Period Options

If on expiry of the *Certificate Period*, this *Certificate* is neither renewed nor replaced with similar cover, the *Policyholder* shall be entitled to an automatic *Discovery Period* of 12 months upon payment of an additional premium of 125% of the annual premium.

Section 3: Optional Coverage (subject to agreement)

3.1 Automatic Renewal Extension

If the Schedule to this Certificate so provides (Item 13 of the Schedule) then *We* will automatically renew this insurance on the same terms as at expiry of this Certificate unless during the *Certificate Period* any one of the following events has taken place:

- (a) A *Claim* or *Circumstance* has been notified
- (b) The law has changed to prevent *Us* providing this cover
- (c) The premium has not been paid
- (d) The *Company* has become insolvent or entered into administration

We reserve the right to delete this Section of this Certificate from any future Certificates at any time after a period of 2 years from the date shown in Item 14 of the Schedule by giving notice in writing to *You*.

Section 4: Definitions

4.1 *Certificate Period* means:

The period of time specified in Item 2 of the Schedule, or any other period agreed in writing by the *Company* and *Us*.

4.2 *Claim* means:

- (a) any written demands made against *You* for monetary damages or other relief, including non-pecuniary relief arising from a *Wrongful Act*; or
- (b) any allegation of a *Wrongful Act* communicated to *You* or the *Company*; or
- (c) any criminal, civil or arbitration proceedings (including extradition proceedings) against *You* relating to a *Wrongful Act*; or
- (d) any regulatory or administrative proceedings or any other official investigation with regard to any allegation of a *Wrongful Act* committed by *You*, or
- (e) any *Employment Practices Claim*

Any number of *Claims* which arise out of or are attributable to or are in any way connected with a single *Wrongful Act* shall constitute a single *Claim* for the purposes of this Certificate.

4.3 *Circumstance* means a specific situation the details of which should be provided to *Us* where there is:

- (a) An intimation of a *Claim* against *You*
- (b) Any known direct or indirect criticism or dispute whether expressed or implied relating to *Your* performance (whether justified or not) which may give rise to a *Claim* against *You*
- (c) Any awareness that *You* have or should reasonably be expected to have of a failing of *Your* performance or of any act which may give rise to a *Claim* against *You*

4.4 *Company* means:

The organisation named in Item 1 of the Schedule and any *Subsidiary* thereof.

4.5 *Corporate Manslaughter* means a gross breach of duty of care causing the death of another person.

4.6 *Costs* means:

All reasonable fees, including disbursements, incurred by *You* or on *Your* behalf in the investigation, mitigation, defence, adjustment and appeals of any *Claim* or in the mitigation or investigation of any *Circumstance* provided that *We* have consented in writing to *You* incurring such *Costs* before they are incurred. *We* will not unreasonably withhold that consent.

Costs does not mean overhead or benefit expenses associated with *Your* salary, wages or fees.

4.7 *Deductible* means:

The amount stated in Item 7 of the Schedule. For the purposes of determining the applicable *Deductible* the *Company* shall be deemed to have indemnified *You* to the extent that it is permitted to do so.

4.8 *Employment Practices Claim* means:

Any *Claim* against *You* involving any breach of employment laws, rules or regulations including but not limited to actual or alleged wrongful dismissal, termination or discharge of employment (either actual or constructive, including breach of an implied contract), employment-related misrepresentation, wrongful failure to employ or promote, failure to grant tenure, discrimination, harassment, retaliation (including lockouts), employment-related humiliation, defamation, invasion of privacy, wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation (including the provision of negative or defamatory statements in connection with an employee reference) which relate solely to the *Company*, its employees or applicants for employment by the *Company* or any actual or alleged violation of an individual's civil rights in relation to any of the above.

4.9 *Limit of Liability* means:

The amount stated in Item 3 of the Schedule.

4.10 *Loss* means:

- (a) damages, judgement awards, settlement awards and costs;
- (b) punitive or exemplary damages or civil fines or penalties but only where these are legally insurable in the jurisdiction in which a *Claim* is made;
- (c) exemplary damages for libel and slander in respect of a *Claim* brought or maintained entirely outside the *USA*.

Loss, however, does not mean:

- (i) criminal fines or penalties; or
- (ii) taxes; or
- (iii) matters which are uninsurable in the jurisdiction where a *Claim* is made.

4.11 *Notification* means:

Written notice of any *Claim* given to *Us* or the nominee named in the Schedule by *You* or the *Company* within the *Certificate Period* or during a *Discovery Period*.

4.12 *Pollutants* means:

Any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste materials. Waste materials include, but are not limited to, recycled, reconditioned or reclaimed materials.

4.13 *Security* means:

Any security representing debt of or equity interests in the *Company*.

4.14 *Securities Claim* means:

Any *claim* made against the *Company*:

Alleging a breach of any law whether statutory or common law, rules or regulations regulating any *Securities* or the purchase or sale or offer or solicitation of an offer to purchase or sell *Securities* or relating to the registration of such *Securities* either

- (a) brought by any person or entity and arising out of or based upon or attributable to the purchase or sale, offer or solicitation of an offer to purchase or sell any *Securities*; or
- (b) brought by a security holder of the *Company* in relation to that security holder's interest in securities of the *Company*.

However a *Securities Claim* shall not include

- (i) any administrative or regulatory proceeding or an investigation of the *Company* except for the time that any such proceeding is commenced and maintained against *You*; or
- (ii) any *Claim* by an employee or director or officer of the *Company* alleging or arising out of or attributable to the loss of or failure to receive or obtain the benefit of any *Securities* (including any warrants or options).

4.15 *Subsidiary* means:

Any *Company* which the *Company* or a *Subsidiary* controls:

- (a) through holding a majority of the voting rights alone or pursuant to a written agreement with other shareholders or members; or
- (b) through having the right to appoint or remove the majority of its board of directors; or
- (c) through the composition of the board of directors

Coverage is provided for any entity which, prior to the date of inception of this Certificate, was a *Subsidiary* but is no longer a *Subsidiary* at the date of inception but only in respect of acts committed whilst such entity was a *Subsidiary*.

Coverage will cease as at the effective date of the sale or dissolution of any *Subsidiary* for any *Wrongful Act* committed after that date.

Subsidiary shall not include any entity domiciled in the United States of America or any Investment Fund or similar investment structure.

4.16 *USA* means the United States of America, its territories, possessions and any state or political sub-division thereof.

4.17 *We, Us or Our* means:

The Insurers named in Item 17 of the Schedule.

4.18 *Wrongful Act* means:

Any actual or alleged libel, slander, error, misstatement, misleading statement, misrepresentation, omission, neglect, breach of duty, breach of warranty of authority or other act attempted or committed or proposed by *You* when acting or serving in any capacity included in the definition of *You* below.

Wrongful Act includes any matter Claimed against *You* solely by reason of *You* acting or serving in any capacity included in the definition of *You* below.

4.19 You means:

Any natural person who is, was prior to or becomes during the *Certificate Period*:

- (a) a director, officer, manager or trustee of the *Company* or the equivalent in any other jurisdiction; or
- (b) a shadow director of the *Company*, as defined in Section 250 of the Companies Act 2006 or the equivalent legislation in any other jurisdiction; or
- (c) a person employed by the *Company* exercising a controlled function as provided for in FSA Full Handbook Regulation Sup 10.4.5 (or any equivalent or similar statute in any jurisdiction) whilst they are performing such functions; or
- (d) an employee of the *Company* who:
 - (i) carries out a managerial or supervisory function for the *Company*; or
 - (ii) has a *Claim* made against them for an *Employment Practices Wrongful Act*; or
 - (iii) is joined as a party to any *Claim* against any other person defined in (a) to (c) above.
- (e) the legal representatives, heirs, assigns or estate of a person defined in another sub-paragraph of this Section in the event of that person's death, incapacity, insolvency or bankruptcy; or
- (f) the lawful spouse or domestic partner of a person defined in another sub-paragraph of this Section where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or domestic partner (the spouse or domestic partner, however, is not insured under this Certificate in his or her own right) or
- (g) A de facto director named in any prospectus.

The above definition does not include external auditors of the *Company*.

Section 5: Exclusions

We shall not be liable for *Loss* on account of any:

5.1 Prior Claims

Claims arising from or attributable to any *Claims* or *Circumstances* notified to any certificate of insurance which incepted prior to the inception of this Certificate or which arise from matters substantially the same as alleged or established in such *Claim* or *Circumstance*; or

Claims arising from or attributable to proceedings which existed prior to or were pending at the earlier of;

- (a) the inception date of this Certificate; or
- (b) the date of the first Certificate effected with *Us* and continually maintained with *Us* up to the inception date of this Certificate; or
- (c) the date of any prior certificate of insurance providing like coverage to this Certificate continually maintained up to the inception date of this Certificate

which arise from matters substantially the same as alleged or established in such proceedings.

5.2 Crime Fraud and Personal Benefit

Claims arising from or attributable to:

- (a) any criminal act or omission; or
- (b) any act or omission committed with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or
- (c) the gain of any personal profit, remuneration or advantage to which *You* were not legally entitled including, but not limited to, profits made from the purchase or sale of the *Company's* securities within the meaning of Section 16(b) of the Securities Exchange Act 1934 (USA) and/or any amendment to or re-enactment thereof; or
- (d) the committing of any deliberately dishonest or fraudulent act.

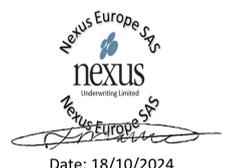
This Exclusion shall only apply if the act, omission or profit is established by a court, tribunal or any other final adjudication or by admission.

5.3 Bodily Injury and Property

Claims for:

- (a) bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused; or
- (b) damage to or destruction of any tangible property, including Loss of Use thereof

however, this Exclusion shall not apply to *Costs* on account of a *Corporate Manslaughter* proceeding.



Date: 18/10/2024

Please note that in relation to an *Employment Practice Claim* only, this Exclusion shall not apply to *Claims* in respect of mental anguish or emotional distress or disturbance.

5.4 Pollution

Claims arising directly or indirectly caused by or contributed to by or arising from:

- (a) the actual, alleged or threatened discharge, dispersal, release or escape of *Pollutants* whether such discharge, dispersal, release or escape is intentional or accidental; or
- (b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *Pollutants*.

It is agreed, however, that this exclusion shall not apply to:

- (c) *Costs*; or
- (d) *Claims* made against *You* by any shareholder of the *Company* either directly or derivatively.

Provided, however that

- (e) on or before the date specified in Item 15 of the Schedule, the *Company*, *You* or any person insured under this Certificate did not know of nor could have reasonably foreseen that there existed any situation, *Circumstance* or *Wrongful Act* which could give rise to a *Claim*; and
- (f) the incident(s) giving rise to the *Claim* occurred entirely outside the *USA* and the *Claim* is brought or maintained entirely outside the *USA*.

5.5 USA/Canada

Claims brought or maintained in whole or in part in the *USA* or *Canada*

5.6 Professional Services

Claims arising from or attributable to *You*, the *Company* or any person insured under this Certificate carrying out, or failing to carry out, professional services other than a failure to manage or supervise such services to the extent that such breach is covered under Combined Policy Section C (Professional Indemnity Insurance)..

5.9 Money Laundering Exclusion

We will not pay for any *Claim* or any legal liability arising as a direct result of any act or acts of Money Laundering or any act or acts which are in breach of or constitute an offence or offences under any money laundering legislation (or any provisions and/or rules or regulations made by any Regulatory Body or Authority there under) and in respect of which:

- (a) it is established by a final finding of a competent court, tribunal, regulatory or administrative body or any other authority by whose rules or regulations the Insured is bound, that such Money Laundering actually occurred; or
- (b) (in the event of a proposed settlement with the third party claimant before any hearing, trial or tribunal), such Money Laundering would probably have been established as in (i) above.

If any dispute arises as to whether such final finding would probably have established that Money Laundering actually occurred, the matter shall be referred to a competent Counsel of the English Bar to be appointed jointly by *Us* and the Insured or, if not so appointed within 7 days of one party so electing, by a competent Counsel chosen by the Chairman of the Bar Council, which competent Counsel shall decide whether or not such probability existed at the time of the settlement.

It is agreed, however, this exclusion shall only apply to deliberate and knowing acts of the *Insured* or an *Employee* that are authorised or condoned by the *Insured*.

5.10 Bribery and Corruption

We will not pay for any *Claim* or any legal liability arising out of, attributable to, based upon or resulting from:

- (a) any payments, commissions, gratuities, benefits or any other favours made to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (b) any payments, commissions, gratuities, benefits or any other favours made to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees, or affiliates (within the meaning of applicable statutes, bylaws, or other law or regulation governing such matters within the jurisdiction of the domicile of the *Company*, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers of the *Company* or any members of their family or any entity which they are affiliated; or
- (c) political contributions, whether domestic or foreign.

Section 6: Limit of Liability

6.1 The *Limit of Liability* set out in Item 3 of the Schedule is the total aggregate limit of *Our* liability in respect of all *Loss* in respect of all *Claims* made during the *Certificate Period* (including any *Discovery Period*, if applicable) with the exception of any payments made which are provided hereunder to be in addition to the *Limit of Liability*.

6.2 We are only liable to pay *Loss* as incurred by *You* insofar as it exceeds the amount of the *Deductible*. However if there is:

- (a) a judgement which determines that no person insured under this Certificate is liable and all avenues of appeal have been waived or exhausted; or
 - (b) a dismissal of the proceedings without any payment being made by or on behalf of any person insured under this Certificate,
- then no *Deductible* will apply and *We* agree to reimburse any payments made in respect of the *Deductible* within 60 days.

Section 7: Conditions

7.1 Claim Reporting

You or the *Company* must provide *Notification* within 45 days of a *Claim* being made against *You* or the *Company*. However if a *Claim* is made against *You* in the 7 days prior to the expiry of the *Certificate Period* written notice can be given to *Us* within 14 days after the expiry of the *Certificate Period*.

If during the *Certificate Period* *You* first become aware of a *Wrongful Act* or first become aware of a situation or *Circumstance* that *You* consider may become a *Claim*, *You* or the *Company* must provide *Notification* within 45 days of *Your* becoming aware of the *Wrongful Act* or *Circumstance* (as opposed to a *Claim*) or from when *You* should reasonably have done so, in which case any *Claim* that is subsequently made will be treated as having been made during the *Certificate Period*. However if *You* become aware of any *Circumstance* in the 7 days prior to the expiry of the *Certificate Period* written notice can be given to *Us* within 14 days of the expiry of the *Certificate Period*.

7.2 Defence and Settlement

We will pay *Costs* on an as incurred basis in excess of the *Deductible* prior to final determination or final adjudication or up until the time that a *Claim* is withdrawn. If at any time a *Claim* is deemed not to be covered under this Certificate or is found to be excluded then all such *Costs* must be returned to *Us* on demand.

We will pay defence *Costs* within 21 days after sufficiently detailed invoices for those *Costs* being received and accepted by *Us*.

You shall have the right and duty to defend and contest any *Claim* (subject to clause 7.4 below). *We* shall have the right to effectively associate with *You* and the *Company* in the defence and settlement of any *Claim* that appears reasonably likely to involve *Us*. This will include, but not be limited to, effectively associating in the negotiation of any settlement.

You shall not admit or assume any liability, enter into any settlement agreement, consent to any judgement or incur any *Costs* (save as is provided for in the cover Section of this Certificate) without *Our* written consent. Only those settlements, stipulated judgements and *Costs* to which *We* have consented shall be recoverable as *Loss* under this Certificate. *Our* consent shall not be unreasonably withheld provided that *We* shall be entitled to effectively assess the defence and negotiation of any settlement of any *Claim* in order to reach a decision as to reasonableness.

Any instance of self-reporting (whether voluntary or not) under any official or regulated scheme shall not be deemed to constitute any assumption or admission of liability or fault.

7.3 Co-operation

You and the *Company* shall give *Us* full co-operation and any information that *We* may reasonably require and to the extent that such co-operation does not breach any laws, banking secrecy laws.

7.4 Allocation

Where a *Claim* involves matters which give rise to *Loss* covered by this Certificate and matters which do not, or where a *Claim* is made against both *You* and any parties other than *You*, then *We* agree with *You* that *We* shall both use *Our* best efforts to agree upon a fair and proper allocation of the proportion of the *Loss* covered under this Certificate.

Only *Loss* incurred by *You*, and in the case of *Costs* those which are directly attributable to *Your* defence, are covered. *Loss* incurred by, or attributable to the defence of, the *Company* is not covered as part of any allocation.

If an allocation cannot be agreed then it shall be determined by a Queen's Counsel (or an equivalent or like person) to be mutually agreed upon or, in default of agreement, to be nominated by the then Chairperson of the Bar Council (or an equivalent or like person). Such determination will be based upon written submissions only and will be final and binding. Pending that determination *We* may at *Our* sole discretion meet the *Loss* on an interim basis.

After the allocation has been determined, *You* or the *Company* (whichever is appropriate) will refund to *Us* any *Loss* which *We* have paid that exceeds the entitlement under this Certificate.

The costs of any reference to a Queen's Counsel under this clause shall be borne by *Us*.

7.5 Merger/Consolidation/Liquidation

If during the *Certificate Period* the *Company* is:

- (a) merged, consolidated with or acquired by another entity which thereby obtains ownership or control of 50% or more of the share capital or securities which include the right to vote for the election of board members; or
- (b) placed into liquidation, receivership or administrative receivership (whether voluntarily or involuntarily)

then this Certificate will only apply to any *Claim* for a *Wrongful Act* committed prior to the effective date on which either of the above situations occurs.

If such Merger or Acquisition occurs then the *Company* may provide *Us* with full information in respect of the new *Company* for *Our* assessment and *We* may agree at our absolute discretion to provide terms to extend cover in return for the payment of premiums and/or amendments to this Certificate.

7.6 Termination/Cancellation/Renewal

The *Company* may cancel this Certificate by giving notice in writing to *Us* at any time. If the *Company* cancels this Certificate, *We* will retain the proportion of the premium calculated pro rata as at the date of cancellation plus fifteen per cent of that amount.

We may cancel this Certificate due to non-payment of premium in accordance with the terms of this Certificate by giving 30 days written notice to the *Company*.

This Certificate may otherwise be cancelled in writing by mutual agreement of the *Company* and *Us*.

Unless notice to cancel this Policy at the Expiry Date detailed in the Schedule is provided by either party, per registered mail, no later than three calendar months prior to the renewal date, this Policy will renew tacitly. The *Company* will provide all relevant renewal information if specifically requested by the *Us* not later than 4 months before the renewal date. In the event that a claim is notified to *Us* prior to the last date upon which written notice of cancellation may be provided, then this policy will terminate at the expiry date detailed in the Schedule.

7.7 Other Insurance

This Policy is a Primary insurance policy with respect to the cover afforded hereunder and shall be interpreted as such unless specifically stated herein to be excess of any other insurance or any other insurance is specifically stated to be primary insurance for the specific coverage as stated herein.

In the event that any other insurance available to the Assured or to any other party covers Loss as covered hereunder, then such Loss shall be payable (to the extent covered hereunder) to the Assured and the Insurers shall retain rights of subrogation as detailed in Condition 7.14 below.

7.8 Governing Law and Jurisdiction

This Certificate shall be governed in accordance with the Governing Law and under the Jurisdiction as stated in the General Schedule and in accordance with the English text as it appears in this Policy.

Service of Process in any legal proceedings shall be made upon the Person(s) named in the Schedule who are duly authorised to accept Service of Process on behalf of the Underwriters hereon. In such legal proceedings instituted against any one of the Underwriters hereon, the other Underwriters hereon shall abide by the final judgment of such Court or of any Appellate Court in the event of appeal.

7.9 Assignment of Certificate

This Certificate and any rights hereunder cannot be assigned without *Our* written consent.

7.10 Severability of Exclusions

For the purposes of determining the application of the exclusions, no fact pertaining to or knowledge possessed by *You* shall be imputed to any other person insured under this Certificate and vice versa.

7.11 Severability

No statement made by or act committed by or knowledge of or behaviour of any one of *You* or the *Company* shall be imputed to any other party.

7.12 Unintentional Non-Disclosure and Late Notification

In the event of non-disclosure or misrepresentation of information to *Us*, then *We* agree not to avoid this Certificate unless such non-disclosure or misrepresentation was fraudulent or with intent to deceive.

However in the absence of any such fraud or intent to deceive *We* shall be entitled to amend the terms, conditions and premium for this Certificate upon review of any information that has not (but should have) been disclosed to *Us* or upon review of any information that has been misrepresented to *Us*.

In the event that *You* or the *Company* fail to comply with the provisions of Section 7.1, then *We* agree not to repudiate a *Claim* provided that if *We* believe that such failure has prejudiced *Our* right to effectively associate with *You* and/or the *Company* in the defence and settlement of any *Claim*, then *We* reserve the right to deduct from any *Loss* an amount that *We* believe would have been payable had such prejudice not occurred.

In such event, *We* agree with *You* that *We* shall both use *Our* best efforts to agree upon a fair and proper amount of the proportion of any *Loss* that shall be deducted. If, however, such an amount cannot be agreed then it shall be determined by a Queen's Counsel (or an equivalent or like person) to be mutually agreed upon or, in default of agreement, to be nominated by the then Chairperson of the Bar Council (or an equivalent or like person). Such determination will be based upon written submissions only and will be final and binding.

The costs of any reference to a Queen's Counsel under this clause shall be borne by *Us*.

7.13 Subrogation and Assignment of Rights

If any payments are made under this Certificate, *We* shall be subrogated to all rights of recovery in respect of such payments. In addition, *You* or the *Company* shall upon request execute all documentation that may be necessary to enable *Us* to bring an action or suit in *Your* name or that of the *Company*. Any recovery received shall be applied first against any *Loss* insofar as it exceeds the *Limit of Liability*, then against any payment made by *Us*, and finally against the *Deductible*. *We* will not subrogate against any person insured under this Certificate unless that person is found to have committed a criminal act by final determination or by final adjudication.

7.14 Singular and Plural

Any reference to the singular shall include the plural and vice versa.

7.15 Authorisation of the Company

The *Company* shall act as agent on *Your* behalf in respect of all matters of any nature relating to or affecting this Certificate. *We* shall be entitled to treat the *Company* as having such authority for all purposes connected with this Certificate.

7.16 Several Liability of Insurers

The obligations of the Insurers (where there is more than one) subscribing to this contract of insurance are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

7.17 Currency Equivalent

It is agreed that wherever an amount appears in this Certificate in GBP it shall be deemed to have the following words added after the amount "(or the equivalent amount in any other currency)".

Section 8: Sanctions Limitation Clause

It is agreed that this Policy excludes any *Loss*, which would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



Date: 18/10/2024

TECHNINĖ SPECIFIKACIJA

prie

RIZIKOS, SUSIJUSIOS SU BENDROVĖS VADOVAUJANČIŲ ASMENŲ CIVILINE ATSAKOMYBE, DRAUDIMO

Pagrindiniai reikalavimai

I. Draudimas turi galioti 12 mėnesių nuo 2024 m. spalio 23 d. 00:00 CET.

II. Draudimo objektas – UAB Valstybės investicinis kapitalas įmonės Direktorių ir vadovų civilinė atsakomybė.

III. Draudimo apsaugos apimtis
Apdrausto asmens draudimas: draudikas atlygins apdrausto asmens nuostolius dėl jam pateiktos pretenzijos, susijusios su neleistina veika.

Įmonės draudimas: draudikas atlygins įmonės nuostolius, įmonei savo lėšomis kompensavus apdrausto asmens nuostolius dėl jo padarytos neleistinos veikos.

IV. Pasiūlymą teikianti draudimo kompanija turi pateikti pasiūlymą, kuris atitiktų visas sąlygas, išvardintas šiame dokumente.

V. Pasiūlymo kaina turi būti pateikta Eurais.

VI. Į draudimo įmoką turi būti įskaičiuoti visi mokesčiai ir išlaidos, susijusios su sutarties/sutarčių sudarymu, vykdymu ir administravimu.

1. Pirkimo apimtis

Draudėjo vadovaujančių asmenų civilinės atsakomybės draudimas.

Draudikas apmokės nuostolius dėl: Pretenzijos, pateiktos Apdraustiesiems asmenims draudimo galiojimo laikotarpiu (ar išplėstinio pranešimo terminu)

Išplėtimai:

1. Gynimosi kaštai
2. Tyrimo kaštai
3. Reputacijos atstatymo kaštai
4. Nuostolių sumažinimo išlaidos
5. Išlaidos nenumatytiems įvykiams
6. Užstato ir laidavimo išlaidos; ikiteisminio tyrimo išlaidos
7. Administracinės bei kitos baudos ir sankcijos
8. Vadovų – ne Draudėjo darbuotojų draudimas
9. Iš darbo santykių kylanti asmeninė atsakomybė

SPECIFICATIONS

in respect of

THE REGARDING INSURANCE RISKS, ASSOCIATED WITH THE COMPANY'S DIRECTORS & OFFICERS LIABILITY

General requirements

Insurance cover must be valid for a period of 12 months from 23rd of October, 2024 at 00:00 CET.

Insured object – UAB Valstybės investicinis kapitalas company Directors and Officers liability.

Insurance Cover:
Insured person's liability cover: the insurer will pay on behalf of the insured person all loss arising out of a claim for a wrongful act.

Company's reimbursement cover: if a company pays the loss of an insured person due to any wrongful act of the insured person, the insurer will reimburse the company for such loss.

The supplier has to make proposal for all insurance products named in this documentation

The price on the proposal must be presented in Euro.

The price must include all taxes and expenses associated with conclusion, performance and administration of insurance agreement (agreements).

Scope of Purchase

Directors and officer's liability insurance of Policyholder.

The Insurer will pay Loss in respect of:

Any Claim first made against the Insured Persons during the period of insurance (or Discovery Period);

Extensions:

- Defence costs;
- Investigation costs;
- Reputation recovery costs;
- Loss mitigation costs;
- Emergency costs;
- Bail bond and civil bond expenses; Prosecution costs;
- Administrative and other fines and penalties

Protection for non executive directors
Personal Employment Practices liability



Date: 18/10/2024

2. Draudimo sumos

Sums Insured

Pirkimo objektas Draudimo suma vienam ir visiems draudžiamiesiems įvykiams:	Procurement Object Sum insured per event and in the annual aggregate:
I. Vadovaujančių asmenų civilinės atsakomybės draudimas 1.000.000 EUR	Directors' and Officers' Liability insurance EUR 1,000,000
II. Gynimosi išlaidos Visos draudimo sumos ribose	Defense costs Up to the full policy limit
III. Tyrimo išlaidos Visos draudimo sumos ribose	Investigation costs Up to the full policy limit
IV. Reputacijos atstatymo išlaidos Ne mažiau kaip 100.000 EUR	Reputation recovery costs Not less than EUR 100,000
V. Nuostolių sumažinimo išlaidos Ne mažiau kaip 100.000 EUR	Loss mitigation costs Not less than EUR 100,000
VI. Išlaidos nenumatytiems įvykiams Ne mažiau kaip 100.000 EUR	Emergency costs Not less than EUR 100,000
VII. Užstato ir laidavimo išlaidos, ikiteisminio tyrimo išlaidos Ne mažiau kaip 100.000 EUR	Bail bond and civil bond expenses prosecution costs Not less than EUR 100,000
VIII. Administracinės bei kitos baudos ir sankcijos Ne mažiau kaip 100.000 EUR	Administrative and other fines and penalties Not less than EUR 100,000
IX. Iš darbo santykių kylanti atsakomybė. Visos draudimo sumos ribose	Employment Practices liability Up to the full policy limit

Apibrėžimai

Apdraustasis reiškia Apdraustuosius asmenis ir Draudėją.

4.1 Apdraustasis asmuo

Bet kuris fizinis asmuo, kuris buvo, yra ar draudimo sutarties galiojimo laikotarpiu taps:

- I. įmonės vadovujančiu asmeniu, išskyrus išorinius auditorius ar įmonės bankroto administratorius;
- II. įmonės darbuotoju:
 - a) dirbančiu bendrovės vadovujančiose arba priežiūros pareigose;
 - b) susijusiu su tariamu reikalavimu dėl darbo santykių pažeidimo; arba
 - c) įvardintu kaip atsakomybės bendrininkas pretenzijoje kartu su bendrovės vadovujančiu asmeniu, kurioje jis įtariamas kaip dalyvavęs arba prisidėjęs vykdant neleistiną veiką;
- III. iš šalies kviečiamu vadovu;
- IV. bet kuriuo patvirtintu asmeniu;
- V. nuo žalos dėl neleistinos veikos apdrausto asmens, kuris yra miręs, neveiksnus, nemokus ar bankrutavęs, sutuoktiniu arba asmeniu, vedančiu bendrą ūkį, ir
- VI. administratoriumi, įpėdiniu, juridiniu atstovu arba mirusio, nuo žalos dėl neleistinos veikos apdrausto asmens testamento vykdytoju, arba neveiksnus, nemokaus arba bankrutavusio apdrausto asmens nuosavybės tvarkytoju.

4.2 Vadovaujantis asmuo

- I. Bet kuris fizinis asmuo, kuris buvo, yra šiuo metu arba draudimo laikotarpiu taps bendrovės vadovujančiu asmeniu, arba užims analogiškas pareigas pagal bet kurios jurisdikcijos įstatymus, įskaitant direktorių valdybos, bendrovės valdybos arba stebėtojų tarybos nario arba bendrovės generalinio direktoriaus pareigas, arba
- II. draudėjo rizikos valdymo specialistas (arba analogiška pareigybė); ir
- III. draudėjo vyriausiasis juriskonsultas (arba analogiška pareigybė); ir
- IV. bet kuris vadovaujantis asmuo, apibrėžtas I – III punktuose, ar bet kuris įmonės darbuotojas, taip pat esantis bendrovės vidaus audito komiteto nariu
- V. šešėlinis vadovas.

4.3 Dukterinė įmonė:

Bendrovė, kurioje draudėjas draudimo sutarties įsigaliojimo metu ar iki jo tiesiogiai arba netiesiogiai per vieną arba daugiau kitų subjektų:

Definitions

Insured means the Insured persons and the Policyholder.

Insured person

Any natural person who was, is or during the policy period becomes:

a director or officer, but not an external auditor or insolvency office-holder of a company;

an employee of a company: while acting in a managerial or supervisory capacity in the company; with respect to a claim alleging an employment practice violation; or named as a co-defendant with a director or officer of a company in a claim in which such employee is alleged to have participated or assisted in the commission of a wrongful act;

an outside entity director;

any approved person;

the spouse or domestic partner of an Insured person who is deceased, incompetent or insolvent, for loss arising from a claim for a wrongful act of such Insured person; and the administrator, heirs, legal representatives or executor of a deceased, incompetent, insolvent or bankrupt Insured person's estate for loss arising from a claim for a wrongful act of such Insured person.

Director or officer

Any natural person who was, now is or during the policy period becomes a director or officer of the company, or the equivalent position under the laws of any jurisdiction, including any member of the, Management Board or Supervisory Board or Managing Director of a company, or

the policyholder's Risk Manager (or equivalent position); and

the policyholder's General Counsel (or equivalent position); and

any director or officer defined in I. – III. Of this Definition above or any employee of the company, who is also a member of the company's internal audit committee.

Shadow director.

Subsidiary:

A corporation in which the policyholder, on or before the inception date of the policy, either directly or indirectly through one or more other entities:

- I. kontroliuoja valdybos sudėtį, arba
- II. turi daugiau kaip pusę akcininkų balsavimo teisės kontrolės; arba
- III. valdo daugiau kaip pusę viso akcinio kapitalo

controls the composition of the board of directors; or controls more than half of the shareholders voting power; or

holds more than half of the issued share capital;

3.4 Pretenzija reiškia:

Claim means:

- I bet koks raštiškas reikalavimas, kuriame teigiama, kad Apdraustasis asmuo atliko neteisėtą veiksmą, apie kurį pranešimas gautas pirmą kartą draudimo galiojimo laikotarpiu ar Išplėstinio pranešimo laikotarpiu;
- II bet koks civilinis, reguliavimo, administracinis ar arbitražinis tyrimas, susijęs su Apdraustojo asmens neteisėtu veiksmu, apie kurį pranešimas gautas pirmą kartą draudimo galiojimo laikotarpiu ar Išplėstinio pranešimo laikotarpiu;
- III bet koks baudžiamasis procesas, susijęs su Apdraustojo asmens neteisėtu veiksmu, apie kurį pranešimas gautas pirmą kartą draudimo galiojimo laikotarpiu ar Išplėstinio pranešimo laikotarpiu;
- IV bet koks Tyrimas ar Vidinis tyrimas, apie kurį pranešimas gautas pirmą kartą draudimo galiojimo laikotarpiu ar Išplėstinio pranešimo laikotarpiu;
- V bet koks ekstradicijos procesas, pradėtas prieš Apdraustąjį asmenį, po kurio:
 - a) Apdraustasis asmuo iš atsakingos valstybinės institucijos gauna raštišką pranešimą, kuriame prašoma Apdrausto asmens ekstradicijos, arba
 - b) šduodamas tokio Apdrausto asmens arešto orderis; nesvarbu, kuris punktas taikomas pirmas.

any written demand against the Insured person for a Wrongful act first made or commenced during the Policy period or the Discovery Period;

any civil, regulatory administrative or arbitral proceeding against the Insured Persons related to a Wrongful Act first made or commenced during the Policy period or the Discovery Period;

any criminal proceeding against the Insured Persons related to a Wrongful Act first made or commenced during the Policy period or the Discovery Period;

any Investigation or Internal Enquiry first commenced during the Policy period or the Discovery Period;

any Extradition Proceedings against the Insured person hereafter:

The Insured person receives a written notice from the responsible public authority requesting extradition of the Insured Person; or

The arrest warrant of such Insured Person is issued; no matter which item is applicable first.

4.5 Vidinis tyrimas reiškia Įmonės viduje pradėtą vidinį tyrimą dėl (po) pranešimo priežiūros, teisės ar valdžios institucijoms apie potencialias problemas, arba Įmonės viduje pradėtą vidinį tyrimą vykdant priežiūros, teisės ar valdžios institucijų nurodymus.

Internal Enquiry means any internal investigation or enquiry either following notification of a potential problem to a regulatory, judicial or governmental authority or in response to a direct regulatory, judicial or governmental request.

4.6 Tyrimas reiškia 4.5. punkte nurodytą Vidinį Tyrimą, ar baudžiamąjį persekiojimą ar priežiūros įstaigos atliekamą tyrimą ar išorinį tyrimą ar kitą panašų procesą dėl kurio Apdraustiesiems asmenims pagrįstai reikalinga teisinė pagalba ar atstovavimas.

Investigation or Enquiry means any Internal Enquiry (as specified in 4.5) or criminal or regulatory investigation or external enquiry or similar procedure, in connection with which individually identifiable Insured persons reasonably require legal advice or representation.

4.7 Žala reiškia:

- I. Bet kokią sumą, kurią Apdraustasis yra teisiškai įpareigotas apmokėti dėl Pretenzijos (įskaitant atsiskaitymą, žalos kompensavimą, nuostolių dėl nusikalstamos veikos kompensavimą (jei teisiškai leistina), palūkanas prieš ar po sprendimo, išlaidų atlyginimą);

Loss means:

Any amounts which the Insured is legally liable to pay as a result of a claim (including settlements, awards of damages, awards of punitive and exemplary damages (if legally permissible), per and post-judgement interest on a covered judgement or award, or awards of costs);

Defense costs incurred as a result of a claim;

II. Gynybos išlaidas, kilusias dėl Pretenzijos;	<i>Investigation costs;</i>
III. Tyrimo išlaidas	<i>Reputation recovery costs;</i>
IV. Reputacijos atstatymo išlaidas;	<i>Loss mitigation costs;</i>
V. Nuostolių sumažinimo išlaidas;	<i>Employed lawyers;</i>
VI. Išlaidas Vidiniams teisininkams	<i>Administrative and other fines and penalties;</i>
VII. Administracines bei kitas baudas ir sankcijas	<i>Any fees, costs, charges or legal expenses or</i>
VIII. bet kokias išlaidas, mokesčius, rinkliavas, teisine išlaidas ar bet kokias kitas sumas, kurias Apdraustasis turi sumokėti pagal šį polisą.	<i>other amounts the Insured is liable to pay under policy</i>

5. Išskaita (franšizė)

Deductible

Apdraustajam Fiziniam asmeniui - netaikoma

Individual insured's – not applied

6. Išplėstinis pranešimo terminas

Discovery Period

Išplėstinis pranešimo terminas (terminas po poliso pasibaigimo, per kurį galima pranešti apie nuostolius ar pareikštus reikalavimus, atsiradusius per poliso galiojimo laikotarpį)
30 dienų

Discovery period (The period of time after expiration allowed an insured to identify and report losses occurring during the period of a policy or a bond)
30 days

Išplėstinis pranešimo terminas Buvusiems apdraustiesiems asmenims - 6 metai

Discovery period for Past Insured - 6 years

7. Sutarčiai taikoma teisė

Contract legislation

Lietuvos Respublikos

Republic of Lithuania

8. Draudimo apsaugos galiojimo teritorija

Territorial Scope

Visas pasaulis, išskyrus JAV ir Kanadą

Worldwide, excluding USA and Canada

9. Retroaktyvi draudimo sutarties galiojimo data

Retroactive Period

Nuo įmonės registracijos dienos (2020-08-26)

From company registration date (26-08-2020)

10. Apibrėžimai ir papildomos sąlygos

Definitions and Extra Conditions

10.1 Naujos dukterinės įmonės

New subsidiaries

Dukterinių ar kitų susijusių įmonių Vadovaujantys asmenys nėra apdrausti.

Directors and officers of Subsidiaries or associated companies are not covered.

10.2 Gynybos išlaidos

Defense costs

Gynybos išlaidos reiškia pagrįstas išlaidas po reikalavimo pateikimo patirtas Draudėjo ar jo vardu, turint išankstinį raštišką draudiko sutikimą (kuris negali būti nepagrįstai neduodamas arba vilkinamas), ir tiesiogiai susijusios su jo tyrimu, gynyba, patenkinimu ar apskundimu. Tačiau į šias išlaidas neįtraukiamas jokių apdraustųjų atlyginimas, jų laiko sąnaudos arba jokios bendrovės pridėtinės išlaidos. Į gynybos išlaidas įtraukiamas pagrįstas atlygis ir išlaidos oficialiai įgaliotam ekspertui, pasamdytam draudiko patvirtintam advokatui, susijusio su gynyba dėl pateikto reikalavimo.

Defense costs means reasonable costs and expenses incurred with insurer's prior written consent (which shall not be unreasonably delayed or withheld), by or on behalf of an insured after a claim is made, directly in connection with its investigation, defense, settlement or appeal, but shall not include remuneration of any insured, costs of their time or costs or overheads of any company. Defense costs include but are not limited to the reasonable fees, costs and expenses of an accredited expert retained through defense counsel approved by the insurer on behalf of evidence in connection with the defense of a covered claim.

10.3 Išlaidos nenumatytiems įvykiams

Tai pagrįstų gynybos išlaidų rūšis, susijusios su bet kokių reikalavimų, reikalingomis tuomet, kai Draudiko raštiškas sutikimas objektyviai negali būti gautas prieš jas patiriant. Tokiu atveju Draudikas duos sutikimą atgaline data tokioms gynybos išlaidoms sutartyje nustatytos draudimo sumos ribose.

10.4 Tyrimo išlaidos

Tyrimo išlaidos – tai pagrįstos išlaidos, mokesčiai ir sąnaudos (išskyrus bet kurio apdraustojo atlyginimą, laiko sąnaudas arba bendrovės kaštus ar pridėtines išlaidas), Draudėjo ar jo vardu patirtos su išankstiniu raštišku draudiko sutikimu, ir tiesiogiai susijusios su pasirodymu tyrimui ir dalyvavimu jame (įskaitant vidinį tyrimą). Draudimo sutartyje nustatytas limitas taikomas tik tyrimo išlaidoms, susijusioms su oficialaus organo atliekamu bendrovės reikalų formaliu nagrinėjimu, tyrimu arba teisiniu nagrinėjimu.

10.5 Reputacijos atstatymo išlaidos

Draudikas atlygins apdrausto asmens prarastos reputacijos atstatymo išlaidas.

Tai pagrįsti ir būtini viešųjų ryšių specialistų honorarai ir išlaidos, kuriuos Apdraustasis asmuo patiria su išankstiniu raštišku draudiko sutikimu, siekdamas sumažinti žalą savo reputacijai dėl jam pateiktų ir patenkintų reikalavimų, kai tokia žala gali būti objektyviai nustatyta pagal žiniasklaidos pranešimus arba kitus viešai prieinamus trečiųjų šalių duomenis, išskyrus įmonės darbuotojų ar Apdraustojo atlyginimą, darbo užmokestį ar kitokį atlygį arba kitokias Draudėjo arba jo dukterinių bendrovių pridėtines išlaidas.

10.6 Nuostolių sumažinimo išlaidos

Pagrįsti mokėjimai, išlaidos ir sąnaudos draudiko patvirtintai advokatų kontorai, konsultuojančiai apdraustąjį dėl jo teisinės padėties trečiųjų šalių atžvilgiu ir dėl veiksmų, kurie galėtų būti tinkami užkirsti kelią arba sumažinti riziką dėl keliamų reikalavimų.

10.7 Užstato ir laidavimo išlaidos; ikiteisminio tyrimo išlaidos

Užstatas ir laidavimo išlaidos – tai pagrįsta išmoka (bet ne skolos gražinimą užtikrinantis turtas, įkaitas) pagal laidavimą arba kitą finansinį instrumentą, skirtą užtikrinantį iki 12 mėnesių apdrausto asmens sąlyginį įsipareigojimą nustatytai sumai, kurios reikalauja teismas, nagrinėjantis reikalavimą dėl bet kokio neteisėto veiksmo.

Ikiteisminio tyrimo išlaidos – tai pagrįsti teisiniai mokesčiai ir išlaidos, apdraustajam siekiant pradėti teisinį procesą.

Emergency costs

Type of reasonable defense costs needed in case if the insurer's written consent cannot reasonably be obtained before Defense costs are incurred with respect to any claim, the insurer will give retrospective approval for such Defense costs of up to, in the aggregate of the sublimit.

Investigation costs

Investigation costs means reasonable fees, costs and expenses (except remuneration of any insured, cost of their time or costs or overheads of any company) incurred with the insurer's prior written consent by or on behalf of an Insured person directly in connection with preparing for and attending an investigation (including any internal investigation).

Investigation costs are sublimited but only as respects any formal hearing, investigation or inquiry by any official body into the affairs of the company.

Reputation recovery costs

The insurer will pay the reputation recovery costs of the Insured person.

Reputation recovery costs means the reasonable and necessary fees and expenses of public relations professionals which insured incurs (with insurer's prior written consent) in order to mitigate damage to its reputation due to a covered claim, as objectively established by media reports or other publicly available third party data, except for wages, salaries and other remuneration of employees and Insured's or other overhead of the Policyholder or its subsidiaries.

Loss mitigation costs

Reasonable fees, costs and expenses of a law firm approved by the insurer, to advise the Insured person on its legal position vis a vis third parties any steps which may be appropriate to avert or minimize the risk of a claim.

Bail bond and civil bond expenses; Prosecution costs

Bail bond and civil bond expenses means the reasonable premium (but not collateral) for a bond or other financial instrument to guarantee for up to 12 months an Insured person's contingent obligation for a specified amount required by a court hearing a claim for any wrongful act.

Prosecution costs means reasonable legal fees, costs and expenses, Insured person with the prior written consent of the insurer, to bring legal proceedings.

Laidavimo ir garantijų mokesčiai kompensuojami dėl:

- konfiskacijos, nuosavybės ir kontrolės perėmimo, apdrausto asmens nuosavybės teisių į nekilnojamąjį turtą ar asmeninį turtą suvaržymo ar įšaldymo;
- apdrausto asmens nekilnojamojo turto arba asmeninio turto apmokestinimo;
- laikino ar nuolatinio draudimo apdraustam asmeniui vykdyti vadovaujančio asmens funkcijas bei vadovauti įmonei
- apdrausto asmens deportacijos, kai asmuo turi tinkamą ir galiojančią imigranto statusą, išskyrus, jei toks apdraustas asmuo yra nuteistas dėl nusikaltimo; arba
- apdrausto asmens ekstradicijos.

10.8 Administracinės bei kitos baudos ir sankcijos

Administracinės bei kitos baudos ir sankcijos, įskaitant baudas ir sankcijas dėl mokesčių įstatymo pažeidimo (išskyrus kriminalines baudas ar sankcijas), bet tik tada, kai atsakomybė kyla pagal teisės aktus.

10.9 Vadovai – ne Draudėjo darbuotojai

Bet kuris fizinis asmuo, esantis bet kokios įmonės valdybos ar stebėtojų tarybos nariu, bet nedalyvaujantis kasdiniame įmonės valdyme, ir nesantis jos darbuotoju.

Bail bond and civil bond expenses shall be valid in respect of:

confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such Insured person;
a charge over real property or personal assets of such Insured person;
a temporary or permanent prohibition on such Insured person from holding the office of or performing the function of director or officer;
deportation on an insured person following revocation of otherwise proper, current and valid immigration status for any reason other than such insured person's conviction of a crime; or
extradition of such insured person.

Administrative and other fines and penalties

Administrative and other fines and penalties (except criminal fines or penalties) including fines and penalties arising from a violation of tax law but only where these are legally insurable in the jurisdiction in which a Claim is made

Non-executive directors

any natural person who serves as a member of any board or committee of the policyholder and who has no involvement in day management of the company and who is not an employee of the company.

10.10 Buvę apdraustieji asmenys

Bet koks Apdraustas asmuo, kuris draudimo laikotarpiu išėjo į pensiją, buvo atleistas ar nutraukė darbo santykius su įmone ir po to nebebuvo laikomas Apdraustu asmeniu pagal draudimo sutartį.

Past Insured

Any Insured Person who retires, resigns or is dismissed from that company before the expiry of the policy period and has not subsequently served in any Insured Person capacity

11. Nedraudžiamieji įvykiai

Exclusions

11.1 Žala aplinkai

Draudikas neatlygins Draudėjui nuostolių dėl reikalavimų, kylančių iš ar susijusių su faktine, tariama ar gresiančia žala aplinkai, arba bet kokių nurodymu ar reikalavimu iširti, sekti, išvalyti, pašalinti, apdoroti, detoksikuoti arba neutralizuoti teršalus; tačiau, neatsižvelgiant į tai, ši sąlyga negalios:

- (i) gynybos kaštams, tais atvejais, kai reikalavimas yra pareiškiamas Apdraustam asmeniui, ir įmonė jos atlyginti negali dėl taikomų įstatymų ar nemokumo; arba
- (ii) bet kokiam tiesioginiam ar netiesioginiam įmonės akcininko reikalavimui Apdraustam asmeniui, ir susijusiai su žala įmonei ar jos akcininkams, kilusia Apdraustajam asmeniui netinkamai vykdant savo pareigas.
- (iii) Draudimo suma šiai sąlygai 250.000 EUR

Pollution

The insurer shall not be liable to make any payment under any extension or in connection with any claim, arising out of, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants; provided, however, this exclusion shall not apply to:

defence costs which fall within Insured person's reimbursement; or

any claim against an Insured person by a shareholder of a company, whether made directly or derivatively, alleging damage to the company or its shareholders due to a breach of duty owed by the Insured person.

Sum insured for this condition EUR 250,000

11.2 Pareiginis nusikaltimas

Draudikas neatlygins Draudėjui nuostolių kylančių iš ar susijusių su atvejais, kai:

- (i) Apdraustasis asmuo neteisėtai siekė pasipelnyti ar gauti privilegijų; arba
- (ii) Apdraustasis asmuo padarė bet kokią tyčinę baudžiamąją veiką, klaidą, arba bet koki tyčinį ar žinomą įstatymų pažeidimą, jeigu tai buvo pripažinta galutiniu teismo ar arbitražo teismo nuosprendžiu, arba tai pripažino pats Apdraustasis asmuo.

Misconduct

The insurer shall not be liable to make any payment under any extension or in connection with any claim, arising out of, based upon or attributable to:

the gaining of profit or advantage to which the insured was not legally entitled; or any intentional criminal or willful act, error or omission, or any intentional or knowing violation of law by an insured in the event that any of the above is established by final adjudication of a judicial or arbitral tribunal or admission by the insured.

11.3 Žala asmeniui ir turtui

Draudikas neatlygins Draudėjui nuostolių už kūno sužalojimus, ligas, susirgimus, mirtį ar neturtinę žalą, arba turto sugadinimą, sunaikinimą ar praradimą, tačiau ši sąlyga nebus taikoma:

- (i) bet kokiam reikalavimui, susijusiam su šmeižtu, garbės ir orumo įžeidimu, emociniu stresu, pažeminimu ar dvasinėmis kančiomis dėl įdarbinimo praktikos pažeidimo.
- (ii) gynybos kaštams dėl reikalavimų, pateiktų ne pagal JAV jurisdikcijos įstatymus.

Bodily injury and property damage

The insurer shall not be liable to make any payment under any extension or in connection with any claim for bodily injury, sickness, disease, death or emotional distress, or damage to, destruction, impairment or loss of use of any property; provided, however, that this exclusion shall not apply to:

libel, slander or defamation, emotional distress, humiliation or mental anguish by a claimant in an Employment Practice Claim.

Defence costs where such claim is brought or maintained entirely outside of, and not subject to the laws of the USA or any territories or possessions thereof.

11.4 Žinomi neteisėti veiksmai, ankstesni reikalavimai ar nebaigtos procedūros

- (i) pirmą kartą pareikšti ar sužinoti iki draudimo pagal šią draudimo sutartį pradžios datos, įskaitant bet kokius su tuo **Susijusius reikalavimus**, nepriklausomai nuo to, kada jie kilo.

Susiję reikalavimai:

Visi reikalavimai, praneštos aplinkybės ir procedūros (civilinės ar baudžiamosios procedūros, ekstradicijos procedūros, reguliuojančių institucijų ar administracinės procedūros, tarnybiniai, reguliuojančių institucijų ar administraciniai tyrimai ar arbitražai), kylančios dėl tos pačios priežasties, sudaro reikalavimų seriją, laikomą vienu reikalavimu. Tokio reikalavimo pateikimo data laikoma pirmo reikalavimų serijos data arba pirmo pranešimo pagal Vadovaujančių asmenų civilinės atsakomybės draudimą, arba pirmos pradėtos procedūros data.

arba

- (ii) kylantys, paremti ar susiję su aplinkybėmis, apie kurias buvo pranešta pagal Vadovaujančių asmenų civilinės atsakomybės draudimą iki šio draudimo laikotarpio pradžios;

arba

- (iii) kylantys, paremti ar susiję su kokioms nors civilinėmis, arbitražo ar baudžiamosiomis procedūromis, reguliuojančių institucijų ar administracinėmis procedūromis, tarnybiniais, reguliuojančių institucijų ar administraciniais tyrimais ar arbitražu, kurios jau buvo pradėtos/vyko šio draudimo laikotarpio pradžios dieną;

arba

- (iv) kylantys dėl netinkamų veiksmų, apie kuriuos Apdraustas asmuo žinojo iki retroaktyvios draudimo sutarties galiojimo datos.

11.5 Profesinė civilinė atsakomybė

Draudikas neatlygins Draudėjui nuostolių ar žalos, kuriuos lėmė ar kurie kilo įmonei ar apdraustajam vykdant, netinkamai vykdant ar nevykdant profesinių paslaugų, už kurias mokamas atlygis, arba dėl bet kokių su tuo susijusių veiksmų, klaidų ar neveikimo. Tačiau ši sąlyga nebus taikoma reikalavimams, susijusiems su netinkamu vadovavimu ar priežiūra.

11.6 Apdraustasis prieš apdraustąjį

Vieno Apdraustojo asmens reikalavimai kitam Apdraustajam, asmeniui pateiktos pagal JAV jurisdikcijos įstatymus.

11.7 Nemokumas

Pretenzijos dėl Draudėjo nemokumo

Known wrongful acts, prior claims or pending proceedings

*first made or commenced prior to the Inception Date of this policy including any **Related Claims** irrespective of when it arises.*

Related Claims

All claims, notified circumstances and proceedings (including civil or criminal proceedings, extradition proceedings, regulatory or administrative proceedings, official, regulatory or administrative investigation or arbitration) arising from the same originating cause constitute a series and so one claim. The date of such claim shall be the date of the first claim of the series or the date of first notification of a circumstance to a Directors & Officers Liability policy or the commencement date of the first proceeding.

or

arising from, based upon or attributable to circumstances notified to any Directors & Officers Liability policy which incepted prior to the inception date of the policy period;

or

arising from, based upon or attributable to any civil, arbitral or criminal proceedings, regulatory or administrative proceedings, official, regulatory or administrative investigation or arbitration which existed at the inception date of the policy period;

or

arising from wrongful acts known to the Insured person prior to the Retroactive Period.

Professional indemnity

The insurer shall not be liable to make any payment arising from or attributable to the company or the Insured person carrying out, or failing to carry out, professional services for a fee or any act, error or omission relating thereto. It being understood and agreed that this exclusion shall not apply to claims alleging failure to manage or supervise.

Insured vs. Insured reimbursement

Claims of the Insured person against the other Insured person, brought or maintained within the jurisdiction of, or any laws of the USA.

Insolvency

Claims regarding the insolvency of the Insured.

11.8 Parama ir kyšininkavimas

Pretenzijos dėl paramos skirstymo ar kyšininkavimo

11.9 Terorizmas

Terorizmas (įskaitant, bet neapsiribojant, dėl gaisro ir (arba) plėšikavimo, ir (arba) vagysčių padarytus iškart ar vėliau pasireiškiančius nuostolius, žalą ar atsirandančią teisinę atsakomybę).

Šios išimties tikslais Terorizmas reiškia bet kokį asmens ar asmenų, veikiančių atskirai arba bet kurios organizacijos vardu ar kartu su ja, jėgos ar smurto (tiek grasinant, tiek faktiškai) veiksmus, vykdomus politiniais, religiniais ar ideologiniais tikslais, siekiant nuversti arba paveikti bet kurią vyriausybę de jure ar de facto arba įbauginti visuomenę ar bet kurią jos dalį arba sukelti jai pavojų

11.10 Karas

Karas, invazija, užsienio priešų veiksmai, karo veiksmai ar į karą panašios operacijos (nesvarbu, ar karas buvo paskelbtas, ar ne), pilietinis karas, maištas, revoliucija, sukilimas, pilietiniai neramumai, darant prielaidą, kad tai prilygsta gyventojų sukilimui, karinis ar neteisėtas valdžios perėmimas, karinė padėtis, riaušės arba bet kokios neteisėtai įsteigtos valdžios institucijos veiksmai.

11.11 Sankcijos

Laikoma, kad Draudikas teikia draudimo apsaugą, ir Draudikas privalo kompensuoti bet kurią žalą ar išmokėti išmoką pagal šią sutartį tiek, kiek tokios draudimo apsaugos suteikimas, žalos kompensavimas ar išmokos sumokėjimas neužtraukia Draudikui sankcijų, draudimų ar apribojimų pagal Jungtinių Tautų sprendimus arba Europos Sąjungos, Jungtinės Karalystės ar Jungtinių Amerikos Valstijų prekybos ar ekonomines sankcijas, reikalavimus ar teisės aktus.

12. Draudimo sutartis bus sudaroma tarpininkaujant ir ją administruos: .

13. Pastabos

Taikomos draudimo sąlygos ir apibrėžimai gali skirtis nuo nurodytų techninėje specifikacijoje, tačiau tiekėjo pateikiamos sąlygos negali būti siauresnės draudimo apimties nei nurodyta šioje techninėje specifikacijoje.

Support and Bribery

Claims related to support distribution or bribery.

Terrorism

Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft).

For the purposes of this exclusion Terrorism means any act or acts of force or violence (whether threatened or actual) by any person or persons acting alone or on behalf of or in connection with any organisation which is carried out for political, religious or ideological ends and is either directed towards the over-throwing or influencing of any Government de jure or de facto or to put the public or any part of the public in fear or jeopardy.

War

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.

Sanctions

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Insurance contract will be issued with intermediate and administered by: .

Notes

Applicable insurance terms and definitions might differ from those enclosed in technical specification, however tenderers' provided scope of coverage shall not be narrower than terms enclosed in technical specification.



Date: 18/10/2024