



DIRECTORS AND OFFICERS LIABILITY INSURANCE

Terms and Conditions No. 13D&O.01

Effective as of 23.12.2024

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VIENNA INSURANCE GROUP

BTA and Policyholders enter into Directors and Officers liability Insurance Contracts in accordance with these Terms and Conditions.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS USED IN THE TERMS AND CONDITIONS

Application for conclusion of an insurance contract – a document in the form prescribed by BTA, in which Policyholder provide the necessary information to conclude an insurance contract. The application may be not submitted if Policyholder provide BTA with information that BTA consider sufficient to assess the insurance risk. Acceptance of an application for an insurance contract does not oblige BTA to conclude an insurance contract.

Beneficiary – the person named in the insurance contract, or a person, specified by Policyholder and in contract-specified cases, a person appointed by the Policyholder who is entitled to receive the insurance benefit.

Compensation principle – an insurance principle whereby the insurance benefit is calculated on the basis of the amount of loss suffered as a result of the insured event.

Deductible – the part of the insurance benefit that is set out in the insurance contract and which BTA do not reimburse. The deductible is defined as a specific amount of money and/or a percentage of the loss, unless stated otherwise in the Insurance Policy. If an insurance contract contains several types of deductibles for the same risk, the higher of the two will always apply.

Double insurance – where Policyholder and/or Insured enter into several insurance contracts for the same insurance risks with several or the same insurance company. In this case, Insured must notify BTA in writing of the conclusion of the other insurance contract, specifying the sum insured and the other terms of the contract. Otherwise, BTA shall be entitled to recover the relevant part of the insurance benefit after having paid the insurance benefit.

Insurance benefit – a sum of money paid out in the event of an insured event or for services rendered, if provided for in the insurance contract.

Insurance contract – an agreement between BTA and Policyholder, under which Insured undertakes to pay the insurance premium of the agreed amount within the time limits set out in the insurance contract, to fulfil other obligations set out in the insurance contract, and BTA undertakes to pay the insurance benefit to the person

specified in the insurance contract in the event of an insured event, in accordance with the provisions of the insurance contract.

Insurance contract certificate (policy) – a document confirming the conclusion of the insurance contract and covering the terms and conditions of the insurance contract as agreed between BTA and Policyholder.

Insurance premium – the amount of money specified in the insurance contract that Policyholder is obliged to pay BTA for insurance cover under the terms of the insurance contract.

Insurance risk – the probability of an event occurring in the future that is possible and beyond Policyholder and/or the Insured person's control.

Insured – the person whose property interests are insured:

- a) for property insurance, the owner of the insured property or the person named in writing in the contract;
- b) in the case of civil liability insurance, the person whose property interests arising out of civil liability are insured;
- c) in the case of personal insurance, the natural person named in the insurance contract whose health, life or physical condition is covered by the insurance contract.

Insured event – an occurrence specified in the insurance contract, in the event of which BTA is obliged to pay an insurance benefit.

Insured interest – the Insured's interest in not suffering a loss as a result of an insured event.

Insurer – BTA Baltic Insurance Company AAS branch in the Republic of Lithuania.

Non-insured event – a case where BTA do not pay an insurance benefit.

Object of insurance – property interests relating to a person's life, health, property or civil liability.

Persons related to the Policyholder and/or the Insured, as well as persons who are obliged to fulfil the duties imposed on the Policyholder:

- a) persons who live together with the Policyholder or the Insured;
- b) the persons who are responsible for the insured object according to an agreement with Policyholder or the Insured;
- c) persons who have an insurable interest jointly with the Policyholder or the Insured, or other persons specified in the insurance contract;
- d) persons related to the Policyholder or the Insured person by employment, service or other legal relationship, that have a duty to act in accordance with the safety requirements.

Policyholder – a person who has applied to the insurer for the conclusion of an insurance contract or has been offered an insurance contract by the insurer or has concluded an insurance contract with the insurer.

Sum insured – the amount of money specified in the insurance contract or calculated in accordance with the procedure laid down in the insurance contract, which may not exceed the benefit.

Supplementary insurance – a type of insurance where only part of the value of the asset or the risk is insured. In this case, Policyholder have the right to conclude an additional insurance contract with the same or another insurance company. In this case, the sum insured under several insurance contracts cannot exceed the insurance value.

The parties to the insurance contract – Policyholder and BTA.

Third party – in the case of civil liability insurance, a person who has suffered a loss as a result of the acts or omissions of Policyholder and/or the Insured, and who is entitled to an insurance benefit in accordance with the terms of the insurance contract.

Underinsurance – where the sum insured is less than the insured value. In this case, in the event of an insured event, BTA will pay a proportion of the claim that is proportional to the ratio of the sum insured to the insured value.

Written document:

- a) is a document in writing that contains all the necessary requisites, including a signature, in accordance with the legislation in force in the Republic of Lithuania;
- b) transmitted by other telecommunications terminal equipment, provided that the text is protected and the signature is identifiable, including an electronic message.

2. THE VALIDITY OF INSURANCE CONTRACT

- 2.1. The insurance period is the length of time during which the insurance cover is in force.
- 2.2. The insurance cover comes into force at 00:00 on the date specified in the insurance contract, but not earlier than the payment of the insurance premium or the first instalment thereof, provided that:
 - 2.2.1. the date of payment of the premium or the first instalment is not specified in the insurance contract;
 - 2.2.2. the start of the period of insurance coincides with the date of payment of the premium or the first instalment thereof;
 - 2.2.3. the due date for payment of the premium or the first instalment is earlier than the start of the insurance period.
- 2.3. In cases where the insurance cover is linked to the payment of the premium or the first instalment thereof, the insurance cover shall come into force at 00:00 hours on the day following the date of receipt of the money, but not earlier than specified in the insurance contract.
- 2.4. No insurance benefit is payable if the insured event occurs before the insurance coverage comes into effect.
- 2.5. If the insurance contract stipulates that the premium is due after the first day of the start of the insurance period, the insurance cover shall take effect at 00:00 on the first day of the start of the insurance period.
- 2.6. The insurance contract is valid until 24:00 on the last day of the insurance period stipulated in the insurance contract, unless the insurance contract expires earlier for other reasons.

3. POLICYHOLDERS DUTY TO DISCLOSE INFORMATION

- 3.1. Before signing the insurance contract, Policyholder undertakes to provide BTA with correct and complete information requested by BTA, which is relevant to the subject matter of the insurance and is necessary to assess the insurance risk. If Policyholder deliberately fails to disclose information necessary for the assessment of the insurance risk, or deliberately provides false or incomplete information, BTA has the right to demand that the insurance contract be declared void. In this case, BTA will not refund the insurance premium.
- 3.2. If the insurance contract for the same subject matter is renewed immediately after the expiry of the previous contract and Policyholder or the Insured do not indicate that the information has changed since the conclusion of the previous insurance contract, BTA shall assume that the information provided previously has not changed.
- 3.3. During the term of the insurance contract, Policyholder is obliged to immediately notify in writing any changes during the term of the insurance contract which may increase the insurance risk. Changes that should be notified include:
 - a) significant changes in the subject matter of the insurance;
 - b) changes in the ways in which the subject matter of the insurance is used;
 - c) other material circumstances that increase the risk.
- 3.4. If the information provided to BTA about the object of insurance and the insured risks changes and this increases the insurance risk, as well as if BTA is misled due to an insignificant mistake by Policyholder, BTA shall have the right to propose to the Policyholder, within one month from the date of becoming aware of it, to change the terms and conditions of the contract of insurance, including the amount of the insurance premium.
- 3.5. If the Policyholder do not agree to change the terms and conditions of the insurance contract, or do not respond to BTA within 1 month from the date of sending the notice of the proposed new terms and conditions, BTA have the right to terminate the insurance contract after the expiry of the period specified in this sentence without separate notice.
- 3.6. If BTA proves that we would not have concluded the insurance contract if we have been aware of the increased risk, BTA has the right to demand the cancellation of the insurance contract within 2 months of becoming aware of the increased risk.
- 3.7. A breach of Policyholders duty to disclose information also entails other legal consequences, as provided for in the legislation of the Republic of Lithuania.

4. INSURANCE PREMIUM AND PAYMENT PROCEDURE

- 4.1. The Policyholder must pay the insurance premium to BTA in the amount and within the time limits specified in the insurance contract.
- 4.2. The insurance premium is considered paid:
 - 4.2.1. if the premium is paid by bank transfer, from the date of receipt of the money in BTA bank account or an authorised insurance intermediary;
 - 4.2.2. if the premium is paid by other means of payment, from the date stated in the specific document evidencing the payment. For a list of payment methods, please visit BTA website www.bta.lt or call +370 5 2600 600.
- 4.3. If the Policyholder fails to pay the insurance premium on the due date specified in the insurance contract, Policyholder shall pay to BTA a late payment interest of 0.02% for each day of delay, but not more than 10% of the total unpaid insurance premium. BTA will not apply the above-mentioned interest in the following cases when:
 - a) the premium is paid in one payment;
 - b) the premium is paid in instalments – for the first payment.
- 4.4. If the Policyholder fails to pay the insurance premium or any part thereof within the time limit specified in the insurance contract (except in the case when the entry into force of the insurance contract is linked to the payment of the premium or any part thereof, in which case the insurance contract shall not enter into force and shall be cancelled without a separate notification by the Insurer 10 days after the due date for the payment of the insurance premium), BTA shall inform the Policyholder by a written document as provided for in the contract, that the insurance contract shall be cancelled in the event of Insured failure to pay the premium or any part thereof within 30 days after the day on which the written document is dispatched.

5. CONCLUSION OF INSURANCE CONTRACTS VIA DISTANCE COMMUNICATION

- 5.1. The insurance contract may be concluded by means of a distance communication, i.e. post, internet, e-mail, telephone and other means of information exchange.
- 5.2. Where the insurance contract is concluded by Polcyholder, who is a consumer, the insurance contract is subject to the Guidelines for the conclusion of non-life Insurance contracts, which are publicly available at www.bta.lt. The Guidelines on conclusion of non-life insurance contracts, among other things, provide for a right of withdrawal procedure, i.e. the right to withdraw from the insurance contract.
- 5.3. The Policyholder is a natural person who enters into an insurance contract for purposes other than business or professional activities.

6. TERMINATION AND AMENDMENT OF THE INSURANCE CONTRACT

- 6.1. The insurance contract ends at 24:00 on the last day of the insurance period, unless otherwise agreed between Policyholder and BTA.
- 6.2. Policyholder have the right to cancel the insurance contract at any time by giving 15 days' written notice to BTA. In this case, the insurance contract will be deemed to have been terminated on the date specified in the notice, but not earlier than the 15 days after receipt of the notice of termination. In this case:
 - 6.2.1. if the insurance benefit has not been paid or no claim has been made during the period of validity of the insurance contract, within 20 calendar days after receipt of Policyholders notification, BTA shall refund to Policyholder a part of the insurance premium by deducting the costs of concluding and executing the insurance contract (30% of the amount to be refunded);
 - 6.2.2. if an insurance benefit has been paid and/or reserved or claims have been made during the period of validity of the insurance contract, within 20 calendar days after receipt of Policyholders notification, BTA shall refund a part of the premium equal to the difference between the unused part of the premium for the period of validity of the insurance contract and the insurance benefit paid, less the costs of conclusion and performance of the contract (30% of the amount to be refunded).
- 6.3. The terms and conditions of the insurance contract may be supplemented or amended only by written agreement between Policyholder and BTA.
- 6.4. The insurance contract may also be terminated on other grounds provided for in the insurance legislation of the Republic of Lithuania regulating insurance contractual legal relations.

7. GENERAL CLAUSES

- 7.1.** Unless otherwise stated in the insurance contract, BTA shall not pay any insurance benefit for:
- 7.1.1.** acts of terrorism (acts consisting in the use or threatened use of force or violence by or on behalf of any third party acting alone or in an organized fashion with or for the benefit of any organisation or government, which are carried out for political, religious, ideological or ethnic reasons, and which have the intention of placing a government or society or part of it in danger); losses resulting from preventive action against acts of terrorism are not covered either;
 - 7.1.2.** war, invasion, hostile acts by a foreign power, military or equivalent operations, such as civil war (with or without a declaration of war), riot, strike, insurrection, rebellion, revolution, martial law, marauding, vandalism or sabotage; strike, lockout, disturbance of public order amounting to a coup d'état or riot, confiscation of property, nationalisation, if caused or sanctioned by a public authority, whether lawful or not; other political risks and any other loss or expense incurred directly or indirectly as a consequence of the prevention of such acts, shall not be reimbursed;
 - 7.1.3.** direct or indirect nuclear explosion, exposure to nuclear energy or radioactive preparations, direct or indirect radioactive contamination;
 - 7.1.4.** Policyholders and/or Insured person's or Beneficiary's deliberate acts.
- 7.2.** BTA is not entitled to provide insurance and BTA is not obliged to pay the Insurance Indemnity or provide benefits in accordance with the Insurance Contract, as long as provision of such insurance, Insurance Indemnity disbursement or provision of benefits:
- 7.2.1.** subjects BTA to sanctions, restrictions or limitations, established by the resolutions of the United Nations or trade or economic sanctions, regulatory enactments of the European Union, the Republic of Lithuania, the United Kingdom or the United States of America (upon condition that it does not violate any regulations or regulatory enactments, applicable to BTA);
 - 7.2.2.** subjects a reinsurance company, the whom the insurance contract is submitted for reinsurance, to sanctions, restrictions or limitations, established in accordance with the regulatory enactments of the reinsurance company's state of registration.
- 7.3.** An insured event will not be deemed to be an insured event and no compensation will be payable if the loss is directly or indirectly caused by:
- 7.3.1.** legislation issued by the state;
 - 7.3.2.** a declared state of emergency or national emergency, and, moreover, no compensation will be granted for any loss directly or indirectly related to any measures taken to avoid the state of emergency or national emergency;
 - 7.3.3.** epidemics or pandemics.

8. POLICYHOLDERS OBLIGATIONS IN THE EVENT OF AN INSURED RISK

- 8.1.** In order to be entitled to receive an insurance benefit in the event of an insured risk, Policyholder or the Insured person must:
- 8.1.1.** inform BTA immediately, but not later than within 3 working days (unless otherwise specified in the Special Conditions of these Regulations), of the occurrence of a potentially insurable event in accordance with the procedure set out in the Special conditions of these Terms and conditions. If the Policyholder or the Insured informs BTA of the occurrence of the insured risk late, the Policyholder or the Insured must prove that it was not possible to inform BTA in time;
 - 8.1.2.** immediately inform the competent authorities (e.g. medical facility, fire and rescue department, police, emergency services, etc.);
 - 8.1.3.** comply with all instructions given by BTA and take all measures to minimise the damage and prevent it from occurring or increasing;
 - 8.1.4.** provide BTA with the possibility to inspect the scene of the accident, investigate and interview witnesses so that BTA can determine the cause and amount of the loss;
 - 8.1.5.** provide all information and documents requested by BTA, including trade secrets, if known to Policyholder or Insured, to enable BTA to determine the cause of the insured risk and the amount of the loss;

- 8.1.6.** if possible, keep the scene intact until BTA representative arrives, unless otherwise instructed by BTA. This clause shall not apply to the extent necessary to meet the requirements of clause 8.1.3 of these General terms and conditions of insurance;
- 8.1.7.** if the insured object cannot be preserved without altering its condition after the event due to the fulfilment of the requirements contained in clause 8.1.3 of the General insurance terms and conditions or for other legal and reasonable reasons, arrange for photographs of the damaged property to be taken as soon as possible or for the damaged insured object to be filmed in order to record the loss, and to send the photographs or the video to BTA by e-mail: zalos@bta.lt or by any other means to be sent found appropriate by BTA.
- 8.2.** If the Policyholder and/or Insured and/or Beneficiary intentionally or through gross negligence fails to fulfil the obligations set out in the Terms and conditions, BTA has the right to reduce or refuse to pay the insurance benefit.

9. INSURANCE BENEFIT

- 9.1.** The insurance benefit shall be paid by BTA no later than within 15 days from the date of receipt of all information relevant for determining the fact, circumstances and consequences of the insured event and the amount of the insurance benefit.
- 9.2.** In the event of theft or robbery, where the insurance benefit has been paid and the insured object has subsequently been recovered, BTA has the right to demand reimbursement of the insurance benefit or assignment of the right of claim to the object of insurance. If BTA has decided not to keep the found object of insurance, but the found object is damaged, then You shall deduct from the insurance benefit received from BTA, when returning it, the costs necessary to restore the object to its original condition, as agreed with BTA.
- 9.3.** If the event is insured and both Policyholder and BTA disagree on the amount of the insurance benefit, BTA will pay, at Policyholder request, an amount equal to the indisputable insurance benefit of the parties, if the exact amount of the damage is delayed for more than 3 months.
- 9.4.** If BTA delay the payment of the insurance benefit due to our own fault, BTA shall pay a late payment interest of 0.02% of the amount of the insurance benefit due for each day of delay, but not exceeding 10% of the insurance benefit not paid on time.
- 9.5.** All insurance premiums (for the current policy year) that are due on the date of payment of the insurance benefit are credited towards the payment of the insurance benefit. With Policyholders consent, premiums the terms of which are not due may be credited. If the insured object dies, is lost or destroyed as a result of the insured event, any outstanding premiums under the contract are deducted when the insurance benefit is paid.
- 9.6.** If BTA is unable to recover the paid-out benefit by way of recourse due to the Insured Person's wilful act or gross negligence, BTA may not pay the insurance benefit to the extent that no claim can be made or, if the insurance benefit has already been paid out, may claim reimbursement of the benefit from Policyholder.
- 9.7.** In accordance with the request of the person entitled to claim the insurance benefit, BTA shall give such person access to the documents in BTA possession on the basis of which BTA has decided to pay or refuse to pay the insurance benefit.
- 9.8.** BTA shall not give the person entitled to claim the insurance benefit access to the documents in its possession and shall not provide a copy of the documents if:
- BTA has submitted documents to the law enforcement authorities to investigate the circumstances of the insured risk;
 - the documents contain trade secrets of another person, which the person entitled to claim the insurance benefit is not entitled to receive;
 - the documents contain personal data that the person entitled to claim the insurance benefit is not entitled to receive.

10. COMPLAINTS AND DISPUTE RESOLUTION PROCEDURES

- 10.1.** BTA complaints examination procedure for dissatisfaction with an insurance contract or insurance services provided by a person applying for an insurance contract, the Policyholder, the Insured, the Beneficiary or any other person entitled to claim an insurance benefit is publicly available at www.bta.lt. An interested person who believes that the Insurer has violated his rights or legitimate interests must apply to the Insurer

in writing with a complaint, specifying the circumstances of the dispute and his requirements. The insurer must provide the client with an answer no later than 15 working days from the date of receipt of the complaint.

10.2. All disputes arising between the parties to the insurance contract shall be settled by negotiation. If no amicable settlement is reached, all disputes arising out of the insurance contract and relating to the breach, termination or invalidity of the insurance contract shall be settled in the courts of the Republic of Lithuania in accordance with the legislation of the Republic of Lithuania, according to the address of the registered office of BTA branch in Lithuania.

11. PROCESSING OF PERSONA DATA

11.1. As a processor of personal data, BTA processes the data of natural persons in accordance with the requirements for processing personal data as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals 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), as well as requirements of other legal acts.

11.2. The principles for processing personal data and BTA's privacy policy are available at www.bta.lt.

12. SUBROGATION AND RIGHTS OR RECOURSE CLAIM

12.1. The Insurer who has paid out the insurance benefit is entitled to claim the sums paid from the person liable for the damage (subrogation or right of recourse claim). Policyholder, Insured or Beneficiary must provide BTA with all the information requested by BTA in order to enable the Insurer to properly exercise the right of claim assigned to it.

13. CONFIDENTIALITY

13.1. The Parties undertake not to disclose to third parties any confidential information obtained on the basis of insurance contractual or pre-contractual legal relations, nor to use such information in a manner which would be prejudicial to the interests of the other party to the insurance contract. BTA has the right to provide all necessary information to independent experts and reinsurers obtained on the basis of insurance contractual or pre-contractual relationships, as well as to store such information in BTA data bases. This obligation does not apply where the parties are obliged to provide information to the competent state authorities in accordance with the requirements of the legislation of the Republic of Lithuania.

14. OTHER CONDITIONS

14.1. Any notice which Policyholder or BTA are required to give to each other must be given within the time limits set out in these Terms and conditions by one of the following methods:

14.1.1. by providing it to the Policyholder, at the addresses specified in the policy or other written documents or in the parties' notices of change of address;

14.1.2. by registered mail;

14.1.3. by e-mail, where the Parties have provided for this method of communication in the contract, or by expressing their consent to the exchange of information in this way by means of an affirmative act.

14.2. BTA has the right to transfer its rights and obligations under the insurance contract to another Insurer or Insurers in accordance with the procedure established by legislation. If the Policyholder object to the transfer of rights and obligations under the insurance contract, the Policyholder has the right to cancel the insurance contract in accordance with the procedure laid down in the contract within one month of the transfer of rights and obligations. In this case, Policyholder shall be reimbursed the premiums paid for the remaining period of the insurance contract.

14.3. Contractual insurance legal relations are governed by the Laws of the Republic of Lithuania.

14.4. The insurance contract is concluded on the basis of these General conditions and Special conditions. If the Special and/or individual conditions of insurance specified in the contract (policy) and these General terms and conditions of insurance differ, the Special and/or individual conditions of insurance shall prevail.

14.5. The Policyholder, the Insured, the Beneficiary and other persons who acquire rights on the basis of the insurance contract shall comply with the obligations set out in these Terms and conditions.

- 14.6.** These Terms and conditions shall enter into force on the date of their approval by the Management Board of BTA, unless the BTA Management Board has specified a different effective date.
- 14.7.** In case of conflicts or inconsistencies between languages:
- 14.7.1.** the Lithuanian text in GENERAL TERMS AND CONDITIONS takes precedence;
- 14.7.2.** the English text in SPECIAL TERMS AND CONDITIONS takes precedence.
- 14.8.** These Terms and conditions are published on the BTA website at <http://www.bta.lt>.
- 14.9.** Consumer disputes with the insurer shall be examined by the Supervisory Authority of the Bank of Lithuania, Žalgirio str. 90, LT-09128, Vilnius, website: www.lb.lt. A request to examine a dispute can be submitted to the Bank of Lithuania through the electronic dispute examination system using the following link: <https://www.lb.lt/lt/spreskite-ginca-su-finansiniu-paslaugu-teikeju>. In the event of questions regarding insurance, the complaint handling procedure is publicly available at www.bta.lt.

SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS USED IN THE TERMS AND CONDITIONS

Asset and Liberty Proceeding – any action taken against any Insured Person by any Official Body seeking:

- a. to disqualify an Insured Person from holding office as a Director or Officer;
- b. confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an Insured Person;
- c. any sort of charge over real estate property, incl. inter alia pledge or easement, or personal assets of an Insured Person;
- d. a temporary or permanent prohibition on an Insured Person from holding the office of or performing the functions of a Director or Officer;
- e. a restriction of an Insured Person's liberty as an official detention, or to a specified domestic residence;
- f. deportation of 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.

Bail Bond and Civil Bond Premium – the reasonable and necessary premium (but not collateral) for any bond or other financial instrument to guarantee an Insured Person's contingent obligation for a specified amount required by a court of competent jurisdiction.

Claim -

- written demand for monetary, non-monetary or injunctive relief, including, but not limited to, any demand for mediation, arbitration or any other alternative dispute resolution process;
- a civil, regulatory, mediation, administrative, arbitration or other alternative dispute resolution proceeding including any counter-claim, seeking compensation or other legal remedy;

made or brought against an Insured Person alleging a Wrongful Act;

- a. any Securities Claim;
- b. any Insured Person Investigation;
- c. any Derivative Suit;
- d. the receipt by an Insured of any written request to toll a period or statute of limitations which may be applicable to any prospective Claim.

Company – the Policyholder any Subsidiary; or in the event a U.S. bankruptcy proceeding shall be instituted by or against any of the foregoing entities, the resulting debtor-in-possession, if any.

Confiscation Order – an order by any Official Body of confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any Insured Person in connection with an Asset and Liberty Proceeding or an Extradition Proceeding.

Continuity Date – the applicable date specified in the Insurance Policy.

Control – the securing of the affairs of an entity by means of:

- a. controlling the composition of the board of directors of such entity;
- b. controlling more than half of the shareholder or equity voting power of such entity;
- c. holding more than half of the issued share or equity capital of such entity; or
- d. creation of such entity.

Crisis Firm – any public relations consultants approved by the Insurer.

Defence Costs

- a. reasonable and necessary fees, costs and expenses incurred for representing an Insured, with the Insurer's prior written consent (except with respect to Extension 4.4. (Emergency Costs)), by or on behalf of an Insured after a Claim, Asset and Liberty Proceeding or Extradition Proceeding is made in the investigation, defence, settlement or appeal of such Claim, Asset and Liberty Proceeding or Extradition Proceeding;
- b. reasonable and necessary fees, costs and expenses incurred for representing an Insured, with the Insurer's prior written consent, by or on behalf of an Insured of accredited experts, retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered Claim, Asset and Liberty Proceeding or Extradition Proceeding;
- c. reasonable and necessary fees, costs and expenses incurred with the Insurer's prior written consent for E-Discovery Consultant Services; and
- d. Bail Bond and Civil Bond Premium in connection with any Claim, Asset and Liberty Proceeding or Extradition Proceeding.

Defence Costs shall not include Derivative Investigation Hearing Costs, Pre-Claim Inquiry Costs, the remuneration of any Insured Person, cost of their time or any other costs or overheads of any Company, apart from Defence Costs incurred by a Company in relation to a Securities Claim.

Derivative Demand – a written demand by any shareholder of a Company upon the board of directors (or equivalent management body) to commence a civil action on behalf of the Company against a Director or Officer of the Company for any Wrongful Act on the part of such Director or Officer.

Derivative Investigation – an internal inquiry or investigation undertaken by the Company or on behalf of the Company by its board of directors (or equivalent management body) or any committee of the board of directors (or equivalent management body) as to how the Company should respond to a Derivative Demand received by an Insured or a Derivative Suit received by a Director or Officer.

Derivative Investigation shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any routine or regularly scheduled obligation of any Company to provide information, conducted in a Company's and/or Official Body's normal review or compliance process.

Derivative Investigation Hearing Costs - in accordance with Executive Protection 3.8 (Derivative Investigation Hearing Costs) reasonable and necessary external costs, charges, fees and expenses incurred by an Insured Person, with the Insurer's prior written consent, solely in connection with the Insured Person's preparation for and response to a Derivative Investigation in respect of that Insured Person.

Derivative Investigation Hearing Costs shall not include:

- a. the remuneration of any Insured Person, costs of their time or any other costs or overheads of any Company; or
- b. the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of any Company, the requestor or any other third party.

Derivative Suit – a civil action brought derivatively on behalf of a Company by a shareholder of such Company against a Director or Officer of the Company for any Wrongful Act on the part of such Director or Officer.

Director or Officer – any natural person who:

- a. was, is or during the Insurance Policy Period becomes a duly elected or appointed director or officer of a Company (or equivalent position); and
- b. has held, or during the Insurance Policy Period holds a duly elected or appointed position in a Company organised and operated in an International Jurisdiction that is equivalent to an executive position listed in subparagraph (a.) above, or a member of the senior-most governing body (including, but not limited to, a supervisory board).

Discovery Period – a period immediately following the expiry of the Insurance Policy Period during which written notice may be given to the Insurer of:

- a. Claim first made against an Insured person during such period or the Insurance Policy Period for a Wrongful Act occurring prior to the expiry of the Insurance Policy Period; or
- b. any other Insured Event which first arose prior to the expiration of the Insurance Policy Period.

Employment Practices Retention – the Retention applicable to Loss that arises out of an Employment Practices Violation specified in Insurance Policy.

Employment Practices Violation – any actual or alleged act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective employee or Insured Person of any Company or any Outside Entity.

Extradition Expenses – in accordance with Executive Protection 3.1 (Assets & Liberty) the reasonable and necessary fees, costs and expenses incurred by an Insured Person for any accredited crisis counsellor and/or public relations consultants retained by an Insured Person incurred in any Extradition Proceeding brought against such Insured Person or in connection with an Asset and Liberty Proceeding. Extradition Expenses are subject to the Sub-Limit specified in the Insurance Policy.

Extradition Proceeding – any extradition proceedings brought against an Insured Person or related appeal, any judicial review applications challenging the designation of any territory for the purposes of any extradition law, any challenge or appeal of any extradition decision by the responsible governmental authority, or any applications to the European Court of Human Rights or similar court in another jurisdiction.

Insolvency – in case of any physical or legal person (the Debtor) Insolvency shall be considered to exist within the meaning of the applicable legislation stated in Insurance Policy, including a Debtor having declared in court to be insolvent, a Debtor's estate being subject to reconstruction proceedings by the court, a Debtor having declared to his creditors that he has suspended payment to all of his creditors, or any similar situation in any other relevant International Jurisdiction.

Notwithstanding the above, Insolvency shall always be considered to exist:

- a. in any such situation where there is a deficiency of equity in accordance with applicable legislation stated in the Insurance Policy or as case may be an equivalent situation under other applicable jurisdiction, incl. companies in "crisis"; or
- b. by a decision from a court of law or an administrative authority whereby an Insured has been declared bankrupt or subject to reconstruction.

Insolvency Hearing Costs – in accordance with Executive Protection 3.3 (Insolvency Hearing Cover) the reasonable and necessary fees, costs and expenses incurred, with the Insurer's prior written consent, to retain legal advisors for an Insured Person's preparation for and attendance at any formal or official hearing in connection with the investigation or inquiry into the affairs of a Company, or an Insured Person in his capacity as a Director or Officer, by any insolvency administrator, receiver, bankruptcy trustee or liquidator or the equivalent under the laws of any jurisdiction where the facts underlying such hearing, investigation or inquiry may be expected to give rise to a Claim against such Insured Person.

In no event shall Insolvency Hearing Costs include the remuneration of any Insured Person, costs of their time or any other costs or overheads of any Company.

Insurance Policy – a document confirming the conclusion of the insurance contract and covering the Terms and conditions of the insurance contract as agreed between BTA and Policyholder

Insured - any Company or Insured Person.

Insured Event – any Claim, Pre-Claim Inquiry or matter or event covered under Section 3 (Executive Protection Suite) or Section 4 (Extensions).

Insured Person – any natural person who was, is or during the Insurance Policy Period becomes:

- a. a Director or Officer, but not an externally appointed auditor, receiver, manager, administrator or liquidator of a Company;
- b. an employee of a Company:
 - i. while acting in a managerial or supervisory capacity of any Company;
 - ii. who is involved in a Claim alleging an Employment Practice Violation;
 - iii. 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; or
 - iv. named in connection with an Insured Person Investigation;
- c. a Shadow Director or a de facto director;
- d. a prospective director named as such in any listing particulars or prospectus issued by a Company;
- e. an Outside Entity Director;
- f. a Senior Accounting Officer; or
- g. a General Counsel or Risk Manager (or equivalent position) of the Policyholder, but only when, and to the extent, that such Insured Person is acting in such Insured Person capacity.

Insured Person is extended to include:

1. the spouse or domestic partner (including same sex relationship civil partnerships, if applicable); and

2. the administrator, heirs, legal representatives, or executor of a deceased, legally incompetent, insolvent or bankrupt estate, of an Insured Person referred to in a. to g. above, to the extent that a Claim is brought against them solely by reason of them having an interest in property that is sought to be recovered in a Claim.

Insured Person Investigation – any civil, criminal, administrative or regulatory investigation of an Insured Person:

- a. once the Insured Person is identified in writing by an Official Body (except the US Securities Exchange Commission) as a target of an investigation that may lead to a criminal, civil, administrative, regulatory or other enforcement proceeding;
- b. in the case of an investigation by the US Securities Exchange Commission after the service of a subpoena or Wells notice upon such Insured Person; or
- c. commenced by the arrest and detention or incarceration for more than 24 hours of an Insured Person by any law enforcement authority.

Insurer – AAS “BTA Baltic Insurance Company” represented by Lithuanian Branch.

International Jurisdiction – any jurisdiction other than Lithuanian.

Limit of Liability – the amount specified in the Insurance Contract.

Loss – Defence Costs and any other amount, including, any awards of damages (including any court order to pay compensation for damage resulting from a contravention of any statute or legislative provision and punitive and exemplary damages), awards of costs or settlements (including claimant’s legal costs and expenses), pre- and post- judgment interest on a covered judgment or award, and the multiplied portion of multiple damages, which an Insured is legally liable to pay resulting from a Claim. Enforceability of this paragraph for punitive, exemplary and multiple damages shall be governed by the applicable law that most favours coverage for such damages.

Loss shall include Pre-Claim Inquiry Costs and any amount covered under any Executive Protection or Extension, but only to the extent set out in the relevant section.

Loss shall not include:

- a. fines or penalties or taxes unless covered under Executive Protection 3.4 (Regulatory Enforcement);
- b. remuneration or employment-related benefits; or
- c. cleanup costs relating to hazardous materials, pollution or product defects.

In the event of a Claim alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all the ownership interest in or assets of an entity is inadequate, Loss with respect to such Claim shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to Defence Costs or to any Non-Indemnifiable Loss in connection therewith.

In no event shall Loss include amounts which the Insurer is prohibited from paying by law of the Insurance Policy or the law of the jurisdiction where the Claim was made or where an Insured Event first arises.

Mitigation Costs – reasonable and necessary payments to a potential claimant to reduce the ultimate civil legal liability of an Insured Person. In no event shall Mitigation Costs include:

- a. liability which is not otherwise covered under these Terms and conditions; or
- b. payments arising out of, based upon or attributable to an Insured Person Investigation or Pre-Claim Inquiry; or
- c. payments to a potential claimant to reduce the ultimate civil legal liability of a Company whether incurred by the Company or by an Insured Person on behalf of the Company.

Non-Executive Director – any natural person who was, is or during the Insurance Policy Period begins serving as a member of the board of directors of the Company and who is not and has not, within the last twelve (12) months, been an employee of a Company but only when and to the extent that such person is acting in such capacity.

Non-Indemnifiable Loss – loss which a Company has not indemnified an Insured Person and is not permitted or required to indemnify such Insured Person pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of a Company.

Official Body – any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of an Insured.

Outside Entity - any entity other than an entity:

- a. that is a Company;

- b. whose principal operations include a bank, clearing house, credit institution, underwriting for collective investment in securities, investment firm, investment advisor / manager, investment fund or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar entity; or
- c. that has any of its securities listed on a securities exchange or market within the United States of America and is subject to any obligation to file reports with the US Securities and Exchange Commission in accordance with Section 13 of the Securities and Exchange Act of 1934 (US).

Outside Entity Director - a natural person who did, does or during the Insurance Policy Period begins to serve, at the specific request or direction of a Company, as a director or officer, trustee (except a pension trustee) or equivalent of an Outside Entity.

Personal Expenses - in accordance with Executive Protection 3.1.3 (Assets & Liberty), the expenses set out below to be paid directly by the Insurer to a third party service provider of an Insured Person:

- a. schooling cost for dependant non-adults;
- b. monthly primary housing mortgage payments or rental cost;
- c. utilities cost, including but not limited to private water, gas, electricity, phone and internet services; or
- d. personal insurance premiums, including Property, Life, and Health policies,

provided that:

- i. the services were contracted by the Insured Person prior to the Confiscation Order and are owed by such Insured Person;
- ii. the expenses are in excess of any personal allowance granted in connection with the Confiscation Order; and
- iii. the expenses fall due during the period beginning 30 days after the date of the Confiscation Order and ending when the Insured Person has obtained its discharge or revocation, but in no event shall such period be longer than 12 months.

Personal Expenses shall not include the remuneration of any Insured Person, cost of their time or any other costs or overheads of any Company.

Policyholder - the entity specified in the Insurance Policy.

Policy Period - the period from the inception date to the expiry date specified in Insurance Policy (or, if earlier, the effective date of a Transaction).

Pre-Claim Inquiry

1. a verifiable request for an Insured Person to appear at a meeting or interview produce documents, records or electronic information that, in either case, concerns a Company or an Insured Person in their insured capacity, but only if the request is made by:
 - a. an Official Body; or
 - b. a Company, or, on behalf of any Company, by its board of directors (or the equivalent management body) or any committee of the board of directors (or the equivalent management body) or supervisory board and:
 - i. arises out of an inquiry or investigation by an Official Body concerning a Company or an Insured Person in their insured capacity; or
 - ii. following a formal written notification to an Official Body by a Company, Insured Person or whistleblower informing them of an actual or suspected material breach of an Insured Person's legal or regulatory duties if and to the extent that such inquiry is requested by an Official Body; or
2. a raid on, or on site visit to any Company or any Outside Entity by an Official Body that involves the production, review, copying or confiscation of documents, records or electronic information or interviews of an Insured Person.

Pre-Claim Inquiry shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulated entity, conducted in a Company's and / or Official Body's normal review or compliance process.

Pre-Claim Inquiry Costs – reasonable and necessary fees, costs and expenses incurred by an Insured Person, with the Insurer's prior written consent, solely in connection with his or her preparation for and response to a Pre-Claim Inquiry directed at such Insured Person, but excluding:

- a. any compensation of any Insured Person or cost of their time and
- b. the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of any Company, the requester or any other third party.

In no event shall Pre-Claim Inquiry Costs include the remuneration of any Insured Person, costs of their time or any other costs or overheads of any Company.

Professional Fees – the reasonable and necessary fees, costs and expenses of appropriately qualified professionals appointed with the Insurer’s prior written consent. In no event shall Professional Fees include

- a. fees, costs and expenses which are not otherwise covered under these Terms and conditions; or
- b. costs attributable to an Insured Person Investigation or Pre-Claim Inquiry.

Prosecution Costs – reasonable and necessary fees, costs and expenses incurred, with the Insurer’s prior written consent, by an Insured Person, to bring legal proceedings for a declaration and/or an injunction.

Prosecution Costs shall not include the remuneration of any Insured Person, costs of their time or any other costs or overheads of any Company.

Reputation Expenses – in accordance with Executive Protection 3.2 (Reputation Expenses) the reasonable and necessary fees, costs and expenses incurred, with the Insurer’s prior written consent, of a Crisis Firm retained by an Insured Person directly to mitigate the adverse effect or potential adverse effect on that Insured Person’s reputation from:

- a. negative statements made during the Insurance Policy Period in any press release or published by any print or electronic media outlet regarding the alleged violation of fiduciary duties by such Insured Person; or
- b. a Claim, by disseminating findings made in a judicial disposition of that Claim which exonerates the Insured Person from fault, liability or culpability.

Reputation Expenses shall not include the remuneration of any Insured Person, cost of their time or any other costs or overheads of any Company.

Retention – the applicable amount(s) specified in the Insurance Contract.

Securities – any security representing debt of or equity interests in a Company.

Securities Claim – a Claim, other than an administrative or regulatory proceeding against, or investigation of, a Company, made against any Insured:

- a. alleging a Wrongful Act:
 - i. in connection with the purchase or sale, or offer or solicitation of an offer to purchase or sell any Securities;
 - ii. brought by a Security holder of the Company with respect to such Security holder’s interest in Securities of such Company; or
- b. which is a Derivative Suit.

Notwithstanding the foregoing, the term Securities Claim shall include an administrative or regulatory proceeding against a Company that meets the requirements of subparagraph a. above, but only if and only during the time that such proceeding is also commenced and continuously maintained against an Insured Person.

Securities Claim shall not mean an investigation of a Company conducted until after a formal criminal charge has been raised against the Company or an Insured Person.

Securities Claim shall not mean any claim by an Insured alleging, arising out of, based upon or attributable to the loss of, or the failure to receive or obtain, the benefit of any Securities (including any warrants or options).

Securities Retention – the Retention applicable to 1. Loss that arises out of a Securities Claim; or 2. Pre-Claim Inquiry Costs incurred in response to a Pre-Claim Inquiry by an Official Body duly authorised to investigate the regulation of securities; or 3. Derivative Investigation Costs.

Senior Accounting Officer – a director or officer, or employee of the company, acting in a managerial or supervisory capacity, who has overall responsibility for the accounting systems.

Senior Counsel – a senior lawyer to be mutually agreed upon by the parties, or in the absence of agreement, to be appointed by the head of the bar association/law society (or equivalent organisation) in the jurisdiction in which the Claim was made.

Shadow Director - any natural person, who, as a consequence of being a Director or Officer or employee of any Company is deemed a shadow director, as defined in Section 251 of the Companies Act 2006, of any other Company or any Outside Entity.

Single Claim – any one or more Insured Events to the extent that such Insured Events arise out of, are based upon, are in connection with or are otherwise attributable to the same originating cause or source, and all such Insured Events shall be regarded as a Single Claim regardless of whether such Insured Events involve the same or different claimants, Insureds or legal causes of action.

Subsidiary – any entity of which the Policyholder has or had Control on or before the inception of the Insurance Policy Period either directly or indirectly through one or more of its other Subsidiaries.

An entity ceases to be a Subsidiary when the Policyholder no longer maintains Control of such entity directly or indirectly through one or more of its Subsidiaries.

Transaction - any one of the following events:

- a. the Policyholder consolidating with or merging into another entity such that the Policyholder is not the surviving entity, or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- b. any person or entity or group of persons or entities acting in concert acquiring Control of the Policyholder.

US Claim - a Claim brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its territories or possessions.

US SEC Exposure where a Company:

- a. has any of its Securities listed on a securities exchange or market within the United States of America; or
- b. is or has Securities that are legally required to be the subject of any registration statement filed with the US Securities Exchange Commission; or
- c. is subject to any obligation to file reports with the US Securities Exchange Commission in accordance with Section 13 of the Securities Exchange Act of 1934.

US SEC Exposure does not include any Security purchased or sold pursuant to Rule 144A or Level 1 American Depository Receipts pursuant to the Securities Act of 1933.

Wrongful Act

- a. with respect to any Insured Person (except with respect to any Securities Claim):
 - i. any actual or alleged act, error or omission, breach of duty, breach of trust, misstatement, misleading statement or breach of warranty of authority by an Insured Person in any of the capacities listed in Definition (Insured Person); or any matter claimed against an Insured Person solely because of such listed capacity;
 - ii. any proposed act, error or omission or any default pursuant to Section 260(3) of the Companies Act 2006 (UK); or
 - iii. an Employment Practices Violation.
- b. with respect to any Securities Claim, any actual or alleged violation of any laws (statutory or common), rules or regulations regulating Securities, the purchase or sale or offer or solicitation of an offer to purchase or sell Securities, or any registration relating to such Securities by an Insured.

2. INSURANCE COVERAGE

2.1. Management Liability

Insurer will:

- pay the Loss of each Insured Person arising from a Claim against that Insured Person except to the extent that the Insured Person has been indemnified by the Company for the Loss; and
- reimburse the Company for any Loss arising from a Claim against an Insured Person for which it has indemnified an Insured Person.

2.2. Pre-Claim Inquiry

The Insurer will pay the Pre-Claim Inquiry Costs of each Insured Person arising from a Pre-Claim Inquiry.

2.3. Special Excess Protection for Non-Executive Directors

The Insurer will pay the Non-Indemnifiable Loss of each and every Non-Executive Director arising from a Claim against that Non-Executive Director, up to the Non-Executive Director Special Excess Limit, when: (i) the Limit of Liability; (ii) all other valid and collectible management liability insurance, whether specifically written as excess over the Limit of Liability or otherwise; and (iii) all other indemnification for loss available to any Non-Executive Director, for that Single Claim have all been exhausted.

The Insurer's aggregate liability under this Insurance Cover 2.3 (Special Excess Protection for Non-Executive Directors) for all Non-Executive Directors is subject to the Non-Executive Director Special Excess Aggregate Limit under Insurance Policy.

2.4. Company Securities

If mentioned in the Insurance Policy the Insurer will pay the Loss of each Company arising from a Securities Claim brought against a Company.

3. EXECUTIVE PROTECTION SUITE

3.1. Assets & Liberty

The Insurer will pay:

- 3.1.1.** Defence Costs and Prosecution Costs with respect to any Asset and Liberty Proceeding or Extradition Proceeding;
- 3.1.2.** Extradition Expenses, subject to the Sub-Limit specified in the Insurance Policy; and
- 3.1.3.** Personal Expenses in the event of a Confiscation Order, subject to the Sub-Limit specified in the Insurance Policy,
of each Insured Person.

3.2. Reputation Expenses

The Insurer will pay the Reputation Expenses of each Insured Person, subject to the Sub-Limit as specified in the Insurance Policy.

3.3. Insolvency Hearing Cover

The Insurer will pay the Insolvency Hearing Costs of each Insured Person, subject to the Sub-Limit as specified in Sub-Limit specified in the Insurance Policy.

3.4. Regulatory Enforcement

3.4.1. Civil Fines and Civil Penalties

The Insurer will pay civil fines and civil penalties to the extent permitted by law, assessed against any Insured Person which an Insured Person is legally liable to pay pursuant to:

- a)** any Claim, but only where there has been no determination of intentional, grossly negligent or deliberate breach of the law by the Insured Person; or
- b)** a Claim alleging a violation of the Foreign Corrupt Practices Act, 15, USC Section 78dd–2(g)(2)(B) and Section 78ff–2(c)(2)(B) as amended by the International Anti-Bribery and Fair Competition Act of 1998, (Foreign Corrupt Practices Act) of the United States of America.

3.4.2. Personal Liability for Corporate Taxes

The Insurer will pay unpaid corporate taxes of the Company where, and only to the extent that, personal liability for such non-payment of tax is established by law against an Insured Person in the jurisdiction in which the Claim is made, provided that such liability does not arise from the intentional, grossly negligent or deliberate acts of such Insured Person and provided also that the Company is not able to pay the tax either by reason of bankruptcy or legal prohibition.

3.5. Circumstance/Claim Mitigation

Subject to the Sub-Limit specified in the Insurance Policy, the Insurer will pay the Mitigation Costs, Prosecution Costs and Professional Fees incurred by an Insured Person, with the Insurer's prior written consent, to minimise the risk of a Claim against an Insured Person provided that:

- 3.5.1.** notification of the relevant circumstances has been made to the Insurer in accordance with Section 6.1 (Notice & Reporting); and
- 3.5.2.** if the circumstances notified in accordance with 3.5.1. above were to give rise to a Claim, that Claim would result in a civil legal liability of the Insured Person to the potential claimant, but no such Claim has yet been made by the potential claimant; and
- 3.5.3.** the Mitigation Costs are reasonably and necessarily incurred by the Insured Person and the Mitigation Costs are paid directly or indirectly to each potential claimant for the principal purpose of avoiding a Claim(s) being made by that potential claimant for a specific Wrongful Act; and
- 3.5.4.** the Professional Fees are reasonably and necessarily incurred by the Insured Person to negotiate and facilitate the payment of Mitigation Costs; and
- 3.5.5.** the Prosecution Costs are reasonably and necessarily incurred by the Insured Person for the principal purpose of avoiding a Claim(s) being made by that potential claimant for a specific Wrongful Act; and
- 3.5.6.** the liability of the Insurer under this Executive Protection 3.5 (Circumstance/Claim Mitigation) shall not exceed the liability that would have existed under these Terms and conditions if the Claim had been made against the Insured Person by the potential claimant.

In no event shall Section 3.5 (Circumstance/Claims Mitigation) include the remuneration of any Insured Person, costs of their time or any other costs or overheads of any Company.

3.6. International Jurisdiction Extension

With respect solely to Claims brought and maintained in an International Jurisdiction against an Insured Person, the Insurer shall apply to such Claims the International Policy of such jurisdiction if it offers more favourable coverage in respect of the following sections only (to be read together as a whole): Insurance Covers, Definitions and Exclusions. Notwithstanding the above, any specific coverage or exclusion endorsement to these Terms and conditions shall apply irrespective of the International Policy.

3.7. Interpretive Counsel

The term Defence Costs expressly includes reasonable and necessary costs and expenses incurred by Insured Persons for counsel within their home jurisdiction to interpret and apply advice received from counsel in a foreign jurisdiction in response to any Securities Claim in such foreign jurisdiction.

3.8. Derivative Investigation Hearing

The Insurer will pay the Derivative Investigation Hearing Costs of an Insured Person, subject to the Sub-Limit specified in the Insurance Policy.

4. EXTENSIONS

4.1. New Subsidiary

The definition of Subsidiary will be automatically extended to include any entity of which the Policyholder acquires Control, either directly or indirectly through one or more of its other Subsidiaries, during the Insurance Policy Period provided that such entity:

4.1.1. does not have any of its Securities listed on an exchange or market; or

4.1.2. has, as at the date of the acquisition, total assets which are less than or equal to 25% of the consolidated assets of the Policyholder as of the inception date of the Insurance Policy.

For any such entity that has total assets greater than 25% of the consolidated assets of the Policyholder as at the inception date of the Insurance Policy, this Extension 4.1 (New Subsidiary) shall apply automatically for a period of 60 days from the date the Policyholder acquires Control provided the Policyholder shall submit in writing to the Insurer the particulars of such entity, in any case, prior to the end of the Insurance Policy Period. At the Policyholder's request, cover may be extended for a longer period of time provided that the Policyholder provides the Insurer with sufficient details during such 60 day period to permit the Insurer to assess and evaluate its exposure with respect to such entity and the Policyholder accepts any consequent amendments to the Insurance Policy, including payment of any reasonable additional premium required by the Insurer.

4.2. Discovery

Unless a Transaction occurs, the Policyholder shall be entitled to a Discovery Period:

4.2.1. automatically for 30 days if this Insurance contract is not renewed or replaced; or

4.2.2. subject to the Policyholder making a request for such Discovery Period in writing and paying any additional premium required, as specified in the Insurance Policy, no later than 30 days after the expiry of the Insurance Policy Period.

If a Transaction occurs, the Policyholder shall not be entitled to an automatic Discovery Period.

A Discovery Period under this Extension 4.2 (Discovery) is non-cancellable and shall not apply if this Insurance Policy is avoided, rescinded or cancelled.

4.3. Lifetime Run-Off for Retired Insured Persons

The Insurer will provide an unlimited Discovery Period for any Insured Person who retires or resigns, other than by reason of a Transaction or Insolvency, during the Insurance Policy Period, provided that:

4.3.1. this Insurance Policy is not renewed or replaced with any other management liability cover; or

4.3.2. where this Insurance Policy is renewed or replaced with any other management liability cover, such renewal or replacement Insurance Policy does not provide an extended discovery period of at least six (6) years for such retired Insured Persons.

4.4. Emergency Costs

If the Insurer's prior written consent cannot reasonably be obtained before Defence Costs or Pre-Claim Inquiry Costs are incurred, then the Insurer shall give retrospective approval for such costs, subject to the Sub-Limit specified in the Insurance Policy.

4.5. Global Dutch Securities Settlement Advisory

The Insurer will at the request of the Company pay the reasonable and necessary fees incurred, with the Insurer's prior written consent, by the Company in retaining a law firm approved by the Insurer to present to the Company the procedure that can be utilised and actions that are available in connection with utilisation of the Dutch Act on Collective Settlements of 2005 to facilitate a global Securities litigation settlement if a Securities Claim is brought and maintained against a Company by a class or as a collective action anywhere in the world, subject to the Sub-Limit specified in the Insurance Policy.

5. EXCLUSIONS

The **Insurer** shall not be liable under any Cover, Executive Protection or Extension for any **Loss**:

5.1. Conduct

arising out of, based upon or attributable to:

- 5.1.1.** the gaining of profit or advantage to which the Insured was not legally entitled; or
- 5.1.2.** the committing of any grossly negligent, deliberately dishonest or deliberately fraudulent act by the Insured,

in the event that any of the above is established by final, non-appealable adjudication in any action or proceeding or by any formal written admission by the Insured.

5.2. Prior Claims and Circumstances

arising out of, based upon or attributable to:

- 5.2.1.** any facts alleged or the same or related Wrongful Acts alleged or contained in any circumstance or Insured Event of which notice has been given under any policy of which this Insurance Policy is a renewal or replacement or which it may succeed in time; or
- 5.2.2.** any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration, mediation, other dispute resolution or adjudication of which an Insured had notice as of the Continuity Date, or alleging or deriving from the same or essentially the same facts alleged in such actions; or
- 5.2.3.** any Insured Event that would otherwise constitute a Single Claim with any claim or other matter reported under any policy of which this Insurance Policy is a renewal or replacement or which it may succeed in time.

Exclusion 5.2.1 shall not apply to any circumstances which have been notified to the Insurer under any earlier policy but were not accepted by the Insurer as a valid notification, and where cover has been maintained continuously with the Insurer from the inception date of such earlier policy until the expiration date of this Insurance Policy.

5.3. Bodily Injury / Property Damage

for bodily injury, sickness, disease, death or emotional distress, or mental anguish of any natural person; or damage to, or destruction, impairment or loss of use of any property. This Exclusion 5.3 (Bodily Injury/Property Damage) shall not apply to:

- 5.3.1.** any Claim for emotional distress or mental anguish with respect to an Employment Practices Violation;
- 5.3.2.** Defence Costs of any Insured Person including with respect to any Claim brought against an Insured Person:
 - a)** for any alleged breach of occupational health and safety law; or
 - b)** for a gross breach of duty of care causing the death of another person.
- 5.3.3.** Loss where and to the extent personal liability is established against an Insured Person, but only in circumstances where the Company has neither indemnified, nor is permitted or required to indemnify, the Insured Person pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of the Company.

5.4. North America Exclusion

arising out of, based upon or attributable to legal action or litigation which:

- 5.4.1.** is brought or maintained within the jurisdiction of the United States of America ("USA") or Canada (or their territories or protectorates);
- 5.4.2.** arises out of any legal action or litigation brought or maintained outside the jurisdiction of USA or Canada (or their territories or protectorates) to enforce a judgement of a USA or Canadian court;
- 5.4.3.** is based upon any laws of the USA or Canada (or their territories or protectorates); or
- 5.4.4.** arises out of the activities of a Company in the USA or Canada or their territories or protectorates.

5.5. Economic and Trade Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not 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 the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

5.6. Bribery, Corruption

arising out of, based upon or attributable to any actual or alleged:

- 5.6.1.** payment, commission, gratuity, benefit or any other favour to or for the benefit of any full or part-time domestic or foreign government or armed services official, agent, representative, employee or any member of their family or any entity with which they are affiliated;
- 5.6.2.** payment, commission, gratuity, benefit or any other favour to or for the benefit of any full or part-time official, director, agent, partner, representative, principal shareholder, or owner or employee, or Affiliate (as that term is defined in The law On Taxes and Fees, including any officer, director, agent, owner, partner, representative, principal shareholder or employee of such Affiliate) of any customer of the Company or any member of their family or any entity with which they are affiliated;
- 5.6.3.** political contribution, whether domestic or foreign;
- 5.6.4.** breach of, or offence under, any law of any jurisdiction designed to prevent anti-trust or anti-competitive practices, abuse of dominant position, cartel or price-fixing activity or otherwise to protect competition.

5.7. Professional Indemnity

arising out of, based upon or attributable to the performance of or failure to perform professional services or related back-office supporting services, or any act, error or omission relating thereto.

5.8. Prospectus Exclusion

arising out of, based upon or attributable to the actual or intended private placement or public offering of any Securities.

However, in the event of any private placement or public offering of any Securities, Insurer may consider in its sole discretion the removal of this exclusion subject to the Policyholder:

- 5.8.1.** providing Insurer with such information as Insurer may require to evaluate and assess any additional exposure; and
- 5.8.2.** accepting any amendments to the Insurance Policy according to Terms and conditions and agreeing to pay any additional premium charged by the Insurer.

5.9. Territory Restriction

Notwithstanding anything to the contrary in this Terms and conditions, or any appendix or endorsement added to the Insurance Policy, there shall be no coverage afforded by this Terms and conditions for any:

- 5.9.1.** entity organized or incorporated pursuant to local law of the Specified Area, or headquartered in a Specified Area;
- 5.9.2.** natural person during the time such natural person is located in a Specified Area;
- 5.9.3.** part of a claim, action, suit or proceeding made, brought or maintained in a Specified Area; or
- 5.9.4.** loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any part of any property (tangible or intangible) located in a Specified Area, including, but not limited to, any computer system, data, digital assets, money or securities located in a Specified Area.

For purposes of this endorsement, Specified Area means:

- a) The Republic of Belarus; or
- b) The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

6. CLAIMS

The following provisions are applicable to all sections of the Insurance Policy. If the Insured does not comply with his obligations according to the following provisions, the Insurer shall be released from any liability in accordance with applicable legislation stated in the Insurance Policy.

6.1. Notice and Reporting

In order to avoid forfeiture of any right under this insurance, any Claim for insurance indemnification or other insurance cover must be reported to the Insurer, in writing, as soon as practicable but no longer than twelve months from the date when the insured became aware that the Claim had been made against an Insured Person or the Company (for *securities claims*).

Notwithstanding Section 8.6 (Notice & Authority), any Insured may, during the Insurance Policy Period, notify the Insurer of any circumstance reasonably expected to give rise to an Insured Event. The notice must include the reasons for anticipating such an Insured Event, and full relevant particulars with respect to dates, the Wrongful Act (if applicable) and the potential Insured and claimant(s) concerned.

All notifications relating to Claims or circumstances must be in writing or sent by mail according to the Insurance Contract.

6.2. Related Insured Events or Circumstances

If notice of an Insured Event or circumstance is given as required by these Terms and conditions, then any subsequent Insured Event or circumstance, that constitutes a Single Claim with that Insured Event or circumstance shall be deemed to have first been made at the same time as that circumstance was first notified, Claim was first made, or other Insured Event first arose, and reported to the Insurer at the time the required notices were first provided.

6.3. Defence & Settlement

All Insureds shall render all reasonable assistance to and cooperate with the Insurer in the investigation, defence, settlement or appeal of an Insured Event or circumstance, and provide the Insurer with all relevant information pertaining to any Insured Event or circumstance, as the Insurer may reasonably require. In the event of any circumstance or Insured Event each Insured shall take reasonable steps to reduce or diminish any Loss.

The failure of any Insured Person to give the Insurer cooperation and information as required in the preceding paragraph shall not impair the rights of any other Insured Person under these Terms and conditions.

The Insured shall have the obligation to defend and contest any Claim made against them. The Insurer shall be entitled to participate fully in the defence and in the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer making payment under the Insurance Policy.

The Insurer will accept as necessary the retention of separate legal representation to the extent required by a material conflict of interest between any Insured Persons.

If a Claim or Pre-Claim Inquiry is made against an Insured Person by the Company, the Insurer shall have no duty or obligation to communicate with any other Insured Person or the Company in relation to that Claim or Pre-Claim Inquiry.

The applicable Insured shall reimburse the Insurer for any payments which are ultimately determined not to be covered by the Insurance Policy or these Terms and conditions.

6.4. Consent

The Insured shall not admit or assume any liability, enter into any settlement agreement, or consent to any judgment or incur any amounts covered under these Terms and conditions without the prior written consent (which shall not be unreasonably delayed or withheld) of the Insurer. Only liabilities, settlements and judgments resulting from Claims defended in accordance with these Terms and conditions or other Insured

Events handled in accordance with these Terms and conditions shall be recoverable as a Loss under these Terms and conditions.

If all Insured Events which are subject to a single Retention can be fully, finally and irrevocably disposed of for an amount (inclusive of Defence Costs) not exceeding that Retention, then the Insurer's consent shall not be required for such disposition.

The reporting of matters to an Official Body without the Insurer's prior written consent shall not constitute a contravention of this Section 6.4 (Consent) by the Insured, but only where the Insured is not legally permitted by the Official Body to make a request for such consent and provided that, as soon as a legally permitted by the Official Body, the Insured will seek Insurer's consent in accordance with this Section 6.4 (Consent).

6.5. Allocation

If a Claim is made jointly against any Insured Person and any Company or any other person or entity or a Claim or other Insured Event involves both covered and uncovered matters or persons under these Terms and conditions, then the Insured and the Insurer shall use commercially reasonable efforts to determine a fair and equitable allocation of Loss covered under these Terms and conditions, on the basis of established judicial allocation principles which shall take into account the legal and financial exposures, and the relative benefits obtained by the relevant parties.

[If the Insurer and the Insured cannot agree on allocation in accordance with this Section 6.5 (Allocation) within 14 days of any allocation issue first notified in writing to the Insured by the Insurer, then they agree to refer the determination to Senior Counsel, whose decision shall be final and binding on all parties. Senior Counsel is to determine the fair and equitable allocation as an expert, not as an arbitrator. The Insured and the Insurer shall be entitled to make written submissions to Senior Counsel. Senior Counsel is to take account of the parties' submissions, but Senior Counsel is not to be fettered by such submissions and is to determine the fair and equitable allocation in accordance with his or her own judgment and opinion. Senior Counsel's expenses in providing such determination will be borne equally by the Insured and the Insurer and any such payments will not erode the Limit of Liability.

6.6. Advance Payment of Costs

Except to the extent that the Insurer has denied cover, the Insurer will advance to, or pay on behalf of an Insured, costs provided under the Insurance Policy promptly after sufficiently detailed invoices, including time, expense and narrative detail satisfactory to the Insurer, are received and accepted by the Insurer. The Insurer may not refuse to advance costs by reason only that the Insurer considers that conduct specified in Exclusion 5.1 (Conduct) has occurred, until such time as the condition to that Exclusion is satisfied.

6.7. Order of Payments

The Insurer will pay Loss covered under Insurance Policy in the order in which such Loss is presented to the Insurer for payment. Should the Insurer, at its sole and absolute discretion, determine that the Limit of Liability will not be sufficient to cover all such Loss, the Insurer shall pay Loss in the following order:

6.7.1. Loss of an Insured Person where the Company has not indemnified such Insured Person;

6.7.2. thereafter, with respect to any remaining balance of the Limit of Liability, the Insurer may, at its option, request the Policyholder to elect in writing either to stipulate the order and the amounts in which Loss is to be discharged, or to receive such balance to be held on behalf of any Insured who has incurred such Loss.

Payment pursuant to this Section 6.7 (Order of Payments) shall fully discharge the Insurer from its obligations under these Terms and conditions.

6.8. Subrogation

In the event of any payment under Insurance Policy, the Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery, contribution and indemnity and the Insureds will provide all reasonable assistance and will do nothing to prejudice such rights. The Insurer will not exercise its rights of subrogation against an Insured Person in connection with any Insured Event, unless it can establish that Exclusion 5.1 (Conduct), applies to that Insured Event and to that Insured Person.

7. LIMIT AND RETENTION

7.1. Limit of Liability

The total amount payable by the Insurer under the Insurance Policy shall not exceed the Limit of Liability except with respect to Insurance Cover 2.3 (Special Excess Protection for Non-Executive Directors) where the Insurer's liability is in addition to the Limit of Liability but shall not exceed the Non-Executive Director

Special Excess Limit for each Non-Executive Director and the Non-Executive Director Special Excess Aggregate Limit in the aggregate. The Insurer shall have no liability in excess of all such limits, irrespective of the number of Insured Events, Insureds or amount of any Loss, including with respect to all Insured Events that constitute a Single Claim whenever first made or arising.

Each Sub-Limit of Liability specified in the Insurance Policy is the maximum the Insurer shall pay for the cover to which it applies and is part of the Limit of Liability.

7.2. Retention

7.2.1. The Insurer will only pay for any amount of Loss which is in excess of the Retention. The Company will be liable for the Retention which will remain uninsured.

7.2.2. If any Company is permitted or required to indemnify an Insured Person, but fails to do so within 30 days, then the Insurer shall advance all Loss to the Insured Person and all Loss within the Retention will be repaid by the Company to the Insurer as soon as reasonably practicable.

7.2.3. No Retention is applicable to the following:

7.2.3.1. Non-Indemnifiable Loss or

7.2.3.2. Reputation Expenses.

7.2.4. A single Retention shall apply to Loss arising from all Insured Events that constitute a Single Claim. In the event a Single Claim triggers more than one Retention, then, as to such Single Claim, the highest of such Retentions shall be deemed the Retention applicable to Loss arising from such Single Claim unless Insurance Policy expressly provides otherwise.

7.3. Specified Underlying Insurance

This policy shall always apply excess over any other valid and collectible insurance including but not limited to any directors and officers' liability, management liability, employment practices liability, environmental impairment liability, pension trustee liability, property, product liability or general liability insurance; or any indemnification available to the Insured from any other party.

7.4. Outside Entity Indemnification

With respect to Outside Entities, insurance provided by this policy applies excess over

7.4.1. any indemnification provided by an Outside Entity, and

7.4.2. any other valid and collectible insurance issued to an Outside Entity for the benefit of its directors, officers or employees.

8. GENERAL PROVISIONS

8.1. Worldwide Territory

Unless prohibited from doing so by law or regulation, this policy shall apply to any Claim made against an Insured and/or Insured Event occurring anywhere in the world.

8.2. Non-Rescindability

Except

8.2.1. with respect to Insurance Cover 2.4 (Company Securities), or

8.2.2. for any fraudulent misrepresentation or fraudulent non-disclosure where established by final non-appealable adjudication of a judicial or arbitral tribunal, or any written admission by or on behalf of any Insured,

this policy is not avoidable or rescindable in whole or in part and the Insurer shall have no other remedy with respect to any pre-inception misrepresentation or pre-inception non-disclosure by any Insured in connection with this policy.

8.3. Non-Payment

Insurance Policy may not be cancelled except for non-payment of the premium by the Policyholder.

8.4. Severable Nature of the Policy

Insurance Policy covers each Insured for its own individual interest.

No statements made by or on behalf of an Insured (including by an agent of the Insured) or breach of any term of Insurance Policy, or any information or knowledge possessed by an Insured, shall be imputed to any other Insured Person for the purpose of determining whether any individual Insured is covered under this Insurance Policy.

In determining whether any of Exclusions 5.1 (Conduct), 5.3 (Bodily Injury/Property Damage) and 5.4 (North America Exclusion) apply, the Wrongful Acts of any Insured shall not be imputed to any other Insured Person.

With respect to Insurance Cover 2.4 (Company Securities) only, the statements made by, or on behalf of, information or knowledge possessed by and any conduct of any past, present or future chief executive officer, chief financial officer or general counsel (or equivalent executive or management positions) of a Company shall be imputed to that Company; and the knowledge of the same officers of the Policyholder shall be imputed to all Companies.

8.5. Changes in Risk

US Securities

Unless US SEC Exposure is shown as covered on the Insurance Policy no cover is provided.

With respect to any Company that is covered for a US SEC Exposure, if during the Insurance Policy Period the US stock market capitalization of such Company exceeds the percentage specified in the Insurance Policy as the individual or collective result of any offering of Securities, then the Insurer shall not be liable under these Terms and conditions for any Loss arising out of, based upon or attributable to any act, error or omission occurring after the date that such percentage is exceeded, where such act, error or omission is in connection with the Securities offered or any related registration or reporting requirement.

Where any US SEC Exposure attaches or exceeds the percentage specified in the Insurance Policy during the Insurance Policy Period, cover may be extended under these Terms and conditions provided that the Policyholder gives the Insurer sufficient details to permit the Insurer to assess and evaluate its exposure with respect to such US SEC Exposure and provided the Insured accepts whatever terms, conditions, additional premium and limitations the Insurer proposes pursuant to such request. Any extension of cover pursuant to this provision must be agreed in writing by the Insured by endorsement to the Insurance Policy.

Transactions

The Insurer shall not be liable for Loss arising out of, based upon or attributable to:

- a)** a Wrongful Act occurring; or
- b)** any other Insured Event arising

after the effective date of a Transaction.

Subsidiaries

With respect to any Subsidiary, the Insurer shall only be liable for Loss arising out of, based upon or attributable to:

- a)** a Wrongful Act occurring; or
- b)** any other Insured Event arising;

while an entity was or is a Subsidiary.

8.6. Notice & Authority

Except as provided in Section 6.1 (Notice & Reporting) the Policyholder shall act on behalf of all Insureds in connection with all matters relevant to these Terms and conditions unless the Policyholder is insolvent in which event each Insured shall act on their own behalf.

8.7. Assignment

Insurance Policy, Terms and conditions and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.

8.8. Governing Law

Any interpretation of these Terms and conditions /Insurance Policy or issue relating to its construction, validity or operation shall be determined by the laws of applicable legislation stated in the Insurance Policy regard to its conflict of law principles. Any dispute related to the interpretation or execution of these Terms and conditions /Insurance Policy shall be subject to applicable legislation stated in the Insurance Policy and the sole jurisdiction of the applicable court in applicable legislation stated in the Insurance Policy.

8.9. Interpretation

The descriptions in the headings and titles of these Terms and conditions are solely for reference and convenience and do not lend any meaning to these Terms and conditions. Words and expressions in the singular shall include the plural and vice versa. In these Terms and conditions, words in bold typeface have special meaning and are defined in the Terms and conditions or in the Insurance Policy. Words that are not specifically defined in these Terms and conditions have the meaning normally attributed to them.