

Original Policy Wording (SHDOP17.1)
Directors' Personal Liability Insurance

Preamble

This insurance is provided on a "Claims Made" basis and will only provide an indemnity for **Claims** first made during the **Policy Period** and notified in accordance with the Notification Provisions.

This insurance is provided in good faith based on the information provided to **Underwriters**.

This insurance is only valid when accompanied by a valid Certificate Schedule and when signed by an authorized representative of the **Underwriters**.

Section 1 - Insuring Clause

Underwriters will pay **Loss** on behalf of the **Director** to the extent that the **Director** has not been provided with **Alternative Indemnification**.

Section 2 - Extensions

2.1 Spousal Coverage

The **Underwriters** will pay for **Loss** in respect of a claim first made against the lawful spouse (whether such status is deemed such by reason of any statutory or common law or otherwise of any applicable jurisdiction in the world) or domestic partner of a **Director** during the **Policy Period** and notified to the **Underwriters** during the **Policy Period** provided such claim is made solely because of his or her status as the lawful spouse or domestic partner of that **Director** and solely in respect of a **Wrongful Act** of such **Director**.

2.2 Heirs and Estates Coverage

The **Underwriters** will pay for **Loss** in respect of a claim first made against the administrators, estates, heirs, legal representatives, executors or assigns of any deceased, incompetent, insolvent or bankrupt **Director**, or such **Director's** estate, for a **Wrongful Act** of such **Director**.

2.3 Emergency Defence Costs

If, because of an emergency, the **Underwriters** prior written consent to any **Defence Costs** cannot be requested, **Defence Costs** can be incurred without that consent for a period of thirty days immediately following the date on which the **Claim** was first made.

2.4 Loss Mitigation Costs

The **Underwriters** will pay the reasonable and necessary fees costs and expenses incurred with their prior written consent, which shall not be unreasonably delayed or withheld, by the **Director** in the mitigation of any matter which may give rise to a **Loss**, or in the attempt to reduce the potential quantum of a **Loss**.

2.5 Public Relations Costs

The **Underwriters** shall pay the reasonable fees and expenses of outside public relations professionals incurred by a **Director** in order to mitigate the damage to such **Director** reputation due to a **Claim**, or to a circumstance that may give rise to a **Claim** as objectively established by media reports or other publicly available third-party data.

2.6 Extended Reporting Period

In the event that this Policy is not renewed, other than for reason of fraud or dishonesty on the part of the **Director**, then this Policy shall remain in force for a further 72 months from the date of such non-renewal. However, during such 72 month period, **Underwriters** shall only pay **Loss** in respect of a **Wrongful Act** committed or attempted or allegedly committed or attempted prior to the date of such non-renewal.

2.7 Corporate Manslaughter

Wrongful Act shall include and any gross breach of duty of care by a **Director** in relation to the business of the **Company** that causes the death of any natural person

2.8 Assets and Liability Costs

The **Underwriters** shall pay **Prosecution Costs**, however such costs shall only be covered hereunder up to a limit of EUR 25,000, which limit is part of and not in addition to the **Limit of Liability**.

Section 3 – Exclusions

3.1 Prior and Pending Issues

Underwriters shall not be liable for **Loss** arising from or attributable to any matters which are the basis of, or a significant factor in, any legal or regulatory proceedings or investigations involving a **Director** which are served or commenced prior to the **Prior and Pending Date** or which have been advised as a formal notification to any other insurance policy.

3.2 Fraudulent Acts

Underwriters shall not be liable for **Loss** of a **Director** arising from or attributable to any **Claim** that is based on or attributable to dishonest, criminal or fraudulent act or omission of such **Director**. This exclusion shall only apply if it is established by a final judgement or adjudication that the relevant conduct occurred.

3.3 Financial Transactions and Improper Behaviour

Underwriters shall not be liable for Loss of a Director arising from or attributable to any Claim:

- 3.3.1 for any actual dealings of any nature whatsoever by which a Director is sought to affect the price of, or market in, any shares and/or debentures of any company, or of foodstuff or raw material or commodity or currency, or of any negotiable instrument, other than dealings carried out in accordance with all laws and rules and regulations applicable to such dealings;
 - 3.3.2 arising solely out of the depreciation or loss of investments when such depreciation or loss is a result of any fluctuation in any financial or stock or commodity or other markets where such fluctuation is outside of the influence or control of a Director;
 - 3.3.3 arising out of any stock or commodity or investment failing to perform as warranted or guaranteed;
 - 3.3.4 arising directly or indirectly as a result of or in connection with any act or acts (or alleged act or acts) of Money Laundering or any act or acts (or alleged act or acts) which are in breach of and/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 thereunder);
 - 3.3.5 arising out of, or in any way involving any actual or alleged Market Abuse;
 - 3.3.6 arising out of, or in any way involving any actual or alleged solicitation or receipt of any excessive, additional, undisclosed, improper or illegal Compensation;
 - 3.3.7 arising out of, or in any way involving any actual or alleged improper solicitations or agreements, whether express or implied, relating to any offering, including, but not limited to, solicitations or tie-in agreements to purchase: (i) additional shares of the relevant Company's stock at pre- determined prices; or (ii) shares of another corporation's stock;
 - 3.3.8 arising out of, or in any way involving any actual or alleged violation of Regulations S-K or M of the Securities Exchange Commission, or Conduct Rules 2110 and 2440 of the National Association of Securities Dealers;
 - 3.3.9 arising out of, or in any way involving any actual or alleged payments, commissions, gratuities, benefits or any other favours 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;
- 3.4 arising out of, or in any way involving any actual or alleged payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or affiliates (as that term is defined in The Securities Exchange Act of 1934, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers of the relevant Company or any members of their family or any entity with which they are affiliated; arising out of, or in any way involving any actual or alleged political contributions, whether domestic or foreign;

3.5 Professional Services

Underwriters shall not be liable for **Loss** of a **Director** arising from or attributable to any **Claim** that is based on or attributable to arising from or in any way attributable to the **Director's** performance of or failure to perform professional services for others for a fee, or any act, error, or omission relating thereto. However, this exclusion 3.4 shall not apply to any **Claim(s)** brought by a shareholder of the relevant **Company** in the form of a shareholder class, direct or derivative action and/or any **Claim** alleging a failure to supervise those who performed or failed to perform such professional services.

3.6 Pollution

Underwriters shall not be liable for **Loss** of a **Director** arising from or attributable to any **Claim** that is based on or attributable to **Pollution**, nor shall **Underwriters** be liable for **Loss** incurred in the prevention, removing, nullifying or clean-up of such **Pollution**. However this exclusion shall not apply to **Defence Costs**.

3.7 USA

Underwriters shall not be liable for **Loss** of a **Director** arising from or attributable to any **Claim** to the extent that it is brought or maintained within the United States of America and/or any of its possessions or territories.

3.8 Communicable respiratory disease

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

Section 4 - Definitions

Alternative Indemnification means any indemnification or payment by a **Company** or from any form of insurance policy of whatever type.

Bail Bond Expenses means the reasonable costs of application for and/or securing a civil or criminal bond but shall not include the furnishing of such bond.

Claim means

- (a) any written demand against a **Director** alleging a **Wrongful Act** and notice of which is first received during the **Policy Period**.
- (b) any civil, regulatory, administrative or arbitral proceeding brought against a **Director** alleging a **Wrongful Act** and notice of which is first received during the **Policy Period**.
- (c) any criminal proceeding brought against a **Director** alleging a **Wrongful Act** and notice of which is first received during the **Policy Period**.
- (d) any **Preliminary Investigation** and notice of which is first received during the **Policy Period**
- (e) any **Extradition Proceedings** brought against such **insured** following:
 - (i) receipt by a **Director** of an official notice in writing from the responsible governmental authority advising of a request for extradition being made against them; or
 - (ii) the execution of a warrant for arrest of such **Director**, whichever is the earlier.Extradition proceedings includes, but is not limited to any appeal relating thereto, judicial review applications challenging the designation of any territory for the purposes of any extradition law, challenging or appealing any extradition decision by the responsible governmental authority including the designation of citizenship in relation to extradition proceedings or applications to the High Courts of the **Jurisdiction** or to any similar court or to the Office of the High Commissioner for Human Rights of the United Nations with respect to extradition proceedings.

Company means any entity that:

- (a) is domiciled in the European Union, the European Free Trade Association and or the EU Eastern Partnership; and
 - (b) is not listed on any Stock Exchange outside Lithuania; and
 - (c) derives less than 25% of its turnover from the United States of America; and
 - (d) does not have tangible assets located in the United States of America and
 - (e) at the Inception of this Policy, has a positive net worth/equity; and
 - (f) does not engage (as its primary business) in the provision of any **Financial Products**; and
 - (g) does not engage (as its primary business) in the manufacture or sale of either Tobacco or Asbestos products; and
 - (h) is not (as its primary business) a Public Utilities company or Oil and Gas Exploration or distribution company;
- at which a **Directorship** is held

Compensation means any commissions, payments, fees, compensation or any other type of remuneration, including kickbacks, bribes or any other similar type of payments.

Corporate Service Provision means to:

- (a) form companies or other legal persons
- (b) act, or arrange for another person to act, as a director or secretary of a company
- (c) act, or arrange for another person to act, as a partner (or in a similar position) for other legal persons
- (d) provide a registered office, business address, correspondence address or administrative address for a company, partnership, or other legal person or arrangement
- (e) act, or arrange for another person to act, as a trustee of an express trust or similar legal arrangement
- (f) act, or arrange for another person to act, as a nominee shareholder for another person, unless the other person is a company listed on a regulated market which is subject to acceptable disclosure requirements
- (g) provide fund or trust administration services and/or net asset value calculations

Defence Costs means the reasonable fees costs and expenses incurred by a **Director** in connection with a **Claim**, which have been consented to in writing by **Underwriters**. For the sake of clarity, the term **Defence Costs** includes **Bail Bond Expenses** and those fees costs and expenses incurred in relation to work carried out by any registered tax specialist in connection with any audit or investigation by a Taxation authority.

Director means the natural person who is named in Item 1 of the Schedule **Director** means the natural person who is named in Item 1 of the Schedule to the extent a **Directorship** is held.

Directorship means those positions where the **Director**, at the moment of a **Wrongful Act**, holds, held or will hold the position or role of a director, officer or official, whether de jure, de facto or shadow of a **Company** or in their capacity as a trustee or fiduciary of any pension, benefit, welfare or superannuation plan or fund of a **Company**. There shall be no limit on the number of **Directorships**. **Directorship** shall not include any position where the **Director** has been subject to a claim of the type covered by this Policy, or is aware of, a **Claim**, or a circumstance that might give rise to a **Claim**, at, or prior to, the inception of this Policy.

Financial Products means any one or more of the following:

- (a) Banking products (commercial, retail, investment, corporate, micro)
- (b) Insurance products
- (c) Credit / Finance
- (d) Investment Products / Investment Management
- (e) Trading of any securities or commodities / Money Transfer
- (f) Trading of contracts for difference, hedging or other trading of a similar type

Governing Law means the laws of country detailed in Item 9a of the Schedule

Judicial Order means any order of a competent court entered during the **Policy Period** imposing:

- (a) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of a **Director**; and/or
- (b) a charge over real property or personal assets of a **Director**; and/or
- (c) a temporary or permanent prohibition on a **Director** from holding the office of or performing the function of a **Director**; and/or
- (d) restriction of a **Director's** liberty to a specified domestic residence or an **Official Detention**; and/or
- (e) deportation of a **Director** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Director's** conviction of a crime.

Jurisdiction means the country detailed in Item 9b of the Schedule

Limit of Liability means the maximum amount of liability of the **Underwriters** as specified in Item 2 of the Schedule. This limit shall be aggregated across all **Directorships**, up to a maximum of 10 (ten), and only one limit shall apply.

Loss means any **Defence Costs**, or any other amounts including damages, judgements and settlements, (which include punitive and exemplary damages where insurable under the applicable law which is most favourable to a **Director**) and civil and administrative fines for which the **Director** is legally liable on account of a **Claim** and which have been consented to in writing by **Underwriters**.

Loss shall not include:

- (a) any criminal fines or penalties,
- (b) any amounts attributable to taxes or tax arrears (unless specifically covered elsewhere in this policy).

Market Abuse means behaviour which constitutes market abuse pursuant to the provisions of the Financial Services and Markets Act 2000, amendments thereto or similar federal, state, local or common law.

Money Laundering means:

- (a) the concealment or disguise, or conversion, or transfer, or removal of criminal property, (including concealing or disguising its nature, source, location, disposition, movement or ownership or any rights relating thereto); or
- (b) the entering into or becoming in any way concerned in an arrangement which is known or suspected to facilitate (by whatever means) the acquisition, retention, use or control of criminal property by or on behalf of another person; or
- (c) the acquisition, use or possession of criminal property; or
- (d) any act which constitutes an attempt, conspiracy or incitement to commit any act or acts mentioned in the foregoing paragraphs (a), (b) or (c); or
- (e) any act which constitutes aiding, abetting, counselling or procuring the commission of any act or acts mentioned in the foregoing paragraph (c).

Official Detention means confinement of a **Director** in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a **Claim** with or without charge or with or without a judicial finding of culpability or liability.

Policy Period means that period of time from inception until expiry as detailed in Item 3 of the Schedule and shall also include, where applicable, the Extended Reporting Period as detailed in Section 2.6.

Pollution means the discharge, dispersal, release or escape of any solid, liquid, gaseous, thermal or radioactive pollutant or contaminant into or upon land, the atmosphere, or any water course or body of water.

Preliminary Investigation means any formal investigation, inquiry or hearing by a body legally authorized to conduct such investigation, inquiry or hearing at which a **Director** is required or requested to attend or provide information or statements to and which seeks to investigate the affairs of a **Director** or the **Company** or the industry in which the **Company** operates but which investigation, inquiry or hearing has not yet identified a **Wrongful Act**.

Prior and Pending Date means that date specified in Item 5 of the Schedule.

Prosecution Costs means the costs incurred by a **Director** in order to obtain the discharge or revocation of a **Judicial Order**.

Underwriter means those Insurers detailed in Item 7 of the Schedule.

Wrongful Act means any actual, alleged or proposed act or omission, error, misstatement, misleading statement, breach of duty, care or trust or neglect, that is committed or attempted by a **Director**.

Section 5 - Notification Provisions

- 5.1 Notice of a **Claim** or of circumstances which may result in a **Claim** shall be given in writing (whether by letter, facsimile, email or other written format) to both: **Underwriters** at the address stated in Item 7 of the Schedule and your intermediary if applicable.
- 5.2 If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.
- 5.3 The **Director** shall give written notice of any **Claim** to the **Underwriters** as soon as practicable and either during the **Policy Period** or within thirty (30) days after the end of the **Policy Period** as long as such **Claim** is reported no later than thirty (30) days after the date such **Claim** was first made against an **Director**.
- 5.4 If, during the **Policy Period** written notice of a **Claim** against an **Director** is given to the **Underwriters** pursuant to the terms and conditions of this Policy, then any **Claim** arising out of, based upon or attributable to the facts alleged in the **Claim** previously notified to the **Underwriters** or any **Claim** alleging a **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in the previously notified **Claim**, shall be considered made against the **Director** and reported to the **Underwriters** at the time the first notice was given.
- 5.5 If, during the **Policy Period**, the **Director** becomes aware of any fact or circumstance which may reasonably be expected to give rise to a **Claim** being made against the **Director**, and the **Director** elects to give notice in writing to the **Underwriters** of the fact or circumstance of the potential **Wrongful Acts** together with the reasons for anticipating a **Claim** with full particulars as to dates and persons involved, then any **Claim** which is subsequently made against the **Director** and reported in writing to the **Underwriters** arising out of, based upon or attributable to that fact or circumstances or alleging a related **Wrongful Act** alleged or contained in such fact or circumstance, shall be considered made against the **Director** and reported to the **Underwriters** at the time the notice of fact or circumstance was first given.

Section 6 - General Conditions

- 6.1 Material Information
It is understood by all parties that this Policy has been issued in reliance upon certain information that has been provided by the **Director** to the **Underwriters**.
- 6.2 Limit of Liability
The **Limit of Liability** is the maximum aggregate amount payable by the **Underwriters**. It is an aggregate limit of liability and is inclusive of all **Loss**, any and all extensions to coverage and any applicable sub-limits of liability for all **Directorships**. The number of **Directorships** is limited to 10 (ten) concurrent positions.
- 6.3 Duties and Obligations
Underwriters have a duty to indemnify the **Director** under this Policy. In addition, **Underwriters** have a duty to defend the **Director**, or, where it is mutually agreed that a **Director** shall assume the duty to defend, the **Underwriters** maintain the right to actively and effectively participate in the defence and settlement of any **Claim**. In such instances where the **Underwriters** obtain written submission that the probability of a

successful defence is less than 33%, then they reserve the right to investigate alternative outcomes, including early settlement. Where the **Director** wishes to continue the defence, both parties shall submit to mediation in the first instance and arbitration in the second subject to the terms stated in Section 6.11. The **Directors** agree not to incur **Loss**, not to waive any right of recovery and not to settle any **Claim** without the written consent of the **Underwriters** which shall not be unreasonably withheld or delayed.

6.4 Cancellation

This Policy may not be cancelled by **Underwriters** except for the non-payment of premium. In such circumstance, the **Underwriters** will issue written notice of cancellation providing 15 days from the date of issuance for **Underwriters** to receive the required premium. Should **Underwriters** not have received the premium on or before this 15th day, then the Policy will be cancelled ab initio on such date.

This Policy may be cancelled by the **Director** by providing the **Underwriter** with 30 days notice of the intent to cancel the Policy. Upon cancellation, **Underwriters** shall reimburse the **Director** that proportion of the paid premium representing the period of time from the date of cancellation to the natural expiry of the **Policy Period** calculated on a pro-rata basis.

6.5 Non-rescindability

The **Underwriters** agree to waive any rights that they may have to void, rescind or annul this Policy as a result of any innocent or negligent non-disclosure or misrepresentation.

6.6 Allocation

Should any **Claim** be in part attributable to uncovered acts or persons then the **Underwriters** shall pay 100% of **Loss** regardless. In the event that after payment of **Loss** it is discovered by the **Underwriters** and/or the **Director** that payment made under this Policy may have been appropriately allocated to any other party (whether a natural person, an entity or organisation, a government body or any financial instrument including an insurance policy), then the **Director** agrees to all Subrogation opportunities as detailed in Section 6.7.

6.7 Subrogation

In the event of a payment under this Policy to the **Director**, **Underwriters** shall be subrogated to all the **Director's** rights of recovery against all persons and organisations and shall, at the cost of the **Underwriters**, execute and deliver any relevant instruments and papers and do all that may be reasonably requested of them in order to assist **Underwriters** in the exercise of such rights.

6.8 Territorial Scope

This Policy shall be limited to respond only to **Claims** which are brought or maintained within the territorial scope detailed in Item 10 of the Schedule.

6.9 Policy Interpretation

Unless the context otherwise requires, this Policy shall be interpreted on the understanding that:

- (a) references to the singular include the plural and vice versa;
- (b) headings are descriptive only and not an aid to interpretation;
- (c) all references to specific legislation include amendments to and re-enactments of such legislation and also include any equivalent legislation in the relevant territory.
- (d) the male includes the female and neuter; and
- (e) references to positions, offices and titles shall include their equivalent in the relevant territory.
- (f) this Policy shall be interpreted and construed in accordance with the **Governing Law** and any disputes relating thereto shall be dealt with by submission to, and according to the rules of, the Courts of the **Jurisdiction**.

6.10 Sanctions Limitation Clause

It is agreed that this Certificate excludes any Claim, costs or expenses which would expose Us 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.

6.11 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.

6.12 Complaints Notice - Complaint handling arrangements

Any complaint should be addressed in the first instance to UADBB „Colemont draudimo brokeris“. The Lloyd’s managing agent, the participating Lloyd’s Syndicates and any other insurers subscribing hereto, or the party named above that it has appointed to adjudicate on your complaint on its behalf, will aim to provide you with its decision on your complaint, in writing, within 15 calendar days of receipt of the complaint.

If you remain dissatisfied with the decision on your complaint or you have not received a decision within 15 calendar days you may, if you wish, refer your complaint to the Lloyd’s General Representative for Lithuania who will investigate and assess this complaint and aim to provide you with a final response within 30 calendar days of the complaint being made to the party named above.

Should you remain dissatisfied with the final response from Lloyd’s General Representative for Lithuania or if you have not received a final response within 30 calendar days of the complaint being made, you may refer your complaint to the following organisation. The contact details are as follows:

Bank of Lithuania Supervision Service
Žirmunu g. 151, LT-09128 Vilnius Lithuania

The complaints handling arrangements above are without prejudice to your rights in law.

Pranešimas Dėl Skundų - Skundų nagrinėjimo tvarka

Visi skundai pirmiausia teikiami UADBB „Colemont draudimo brokeris“. Lloyd’s vadovaujantis agentas (angl. managing agent), the participating Lloyd’s Syndicates and any other insurers subscribing hereto arba aukščiau nurodytas subjektas, kuriam vadovaujantis agentas pavedė jo vardu priimti sprendimą dėl Jūsų skundo, turi raštu pateikti Jums savo sprendimą dėl Jūsų skundo per 15 kalendorinių dienų nuo skundo gavimo dienos.

Jei sprendimas dėl Jūsų skundo Jūsų netenkina arba negaunate sprendimo per 15 kalendorinių dienų, galite perduoti šį skundą Lloyd’s įgaliotajam atstovui Lietuvoje (angl. General Representative for Lithuania), kuris išnagrinės ir įvertins šį skundą bei pateiks Jums galutinį atsakymą per 30 kalendorinių dienų nuo skundo pateikimo aukščiau nurodytam subjektui dienos.

Jei esate nepatenkinti Lloyd’s įgaliotojo atstovo Lietuvoje (angl. General Representative for Lithuania) galutiniu atsakymu arba negaunate galutinio atsakymo per 30 kalendorinių dienų nuo skundo pateikimo, galite perduoti skundą toliau nurodytai institucijai. Kontaktiniai duomenys pateikti žemiau:

Lietuvos banko Priežiūros tarnyba Žirmūnų g. 151, LT-09128 Vilnius, Lietuva

Aukščiau nurodyta ginčų nagrinėjimo tvarka neapriboja Jūsų teisių, numatytų įstatymuose.

6.13 Authorization:

This policy shall be valid when accompanied by a signed Schedule of Insurance.