



Coverholder at **LLOYD'S**

Original Policy Wording (SHD017.1)

Directors' and Officers' 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** and is based on the promise by the **Policyholder** to pay the premium due. This insurance is only valid when accompanied by a valid Policy Schedule and when signed by an authorized representative of the **Underwriters**.

SECTION 1 – INSURING CLAUSE

- 1.1 **Underwriters** will pay **Loss** on behalf of the **Directors** to the extent that the **Directors** have not been indemnified by the **Company**. To the extent that the **Directors** have been indemnified for **Loss** by the **Company**, **Underwriters** will reimburse the **Company**.
- 1.2 **Underwriters** will pay **Securities Loss** on behalf of the **Company**

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 **Retired Directors Coverage**
If this Policy is not renewed or replaced with any other form of Insurance affording similar directors' and officers' liability cover, coverage hereunder shall be extended for a period of 72 months from the effective date of such non-renewal to provide cover for any **Claim** commenced against any **Director** who had voluntarily ceased to hold such office prior to the date of expiry of the **Policy Period**.
- 2.4 **Extended Reporting Period Coverage**
If this Policy is not renewed or replaced with any other form of insurance affording similar directors' and officers' liability cover then the **Policyholder** and the **Directors** shall have the right to purchase (at a "specified additional premium") an extended reporting period immediately following the expiry of the **Policy Period** during which reporting period any **Claim** received in respect of a **Wrongful Act** that was committed or attempted prior to the expiry of the



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Policy Period shall be recognized by **Underwriters** as if such **Claim** were made during the **Policy Period**.

The extended reporting periods available are listed below alongside the applicable "specified additional premium":

12 months – 100%

A **Director** or the **Policyholder** must elect to purchase the required extended reporting period by informing the **Underwriters** in writing within 30 days of the expiry of the **Policy Period** and must pay the additional premium due within 60 days of the expiry of the **Policy Period**. Such additional premium is non-refundable and the extended reporting period purchased is not cancellable by any party except for the non-payment of the additional premium.

2.5 **Outside Directorships**

Coverage shall extend to any **Outside Directorships**.

2.6 **Advancement of Defence Costs and Order of Payments**

Underwriters shall prior to the final settlement of any **Claim** advance **Defence Costs** as covered under this Policy, within 30 days of receipt of an invoice for same from a **Director** or the **Policyholder**. In the event of more than one Loss, Securities Loss or indemnification of the **Company** being payable by **Underwriters**, then such payments shall be made in the order that claim was received by **Underwriters** subject always to the provision that payments to natural persons shall be paid before any payments to legal persons.

2.7 **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 (up to 10% of the **Limit of Liability**) without that consent for a period of thirty days immediately following the date on which the **Claim** was first made.

2.8 **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 **Directors** or the **Company** 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**. Such fees, costs and expenses shall only be covered hereunder up to a limit of EUR 100,000, which limit is part of and not in addition to the **Limit of Liability**.

2.9 **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's** 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. Such fees and expenses of outside public relations professionals shall only be covered hereunder up to a limit of EUR 100,000, which limit is part of and not in addition to the **Limit of Liability**.

2.10 **Crisis Management Costs**

The **Underwriters** shall 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 **Directors** or the **Company** with respect to obligations to an external crisis management services provider in relation to an event involving any event that materially affects the **Company's** status as a "going concern" or involving the unexpected death or disablement of a **Director**.

2.11 **Entity Employment Practice Violation Cove**



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The **Underwriters** will pay for Loss in respect any **Entity Employment Practice Claim** up to the **Entity Employment Practice Claim Sub-Limit**

2.12 **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

2.13 **Assets and Liability Costs**
The **Underwriters** shall pay **Prosecution Costs**, however such costs shall only be covered hereunder up to a limit of EUR 100,000, which limit is part of and not in addition to the **Limit of Liability**.

SECTION 3 – EXCLUSIONS

3.1 **Bodily Injury and Property Damage**
Underwriters shall not be liable for **Loss** arising from or attributable to any Claim for any physical or mental injury to a natural person (except to the extent that such injury is the subject of a **Claim** alleging any breach of any Employment Laws and/or any **Employment Practices Act**), nor shall **Underwriters** be liable for **Loss** arising from or attributable to any **Claim** for physical damage or destruction or loss of use of any tangible property. However this exclusion shall not apply to **Defence Costs**, that are incurred in relation to any Occupational Health and Safety law or regulation, incurred on behalf of the **Directors** to the extent that the **Directors** have not been indemnified by the **Company**.

3.2 **Prior and Pending Litigation and Prior Notice**
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 Litigation Date**.
Additionally, **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 notification to any insurance policy which this Policy renews, replaces, follows or sits in excess of, in whole or in part.

3.3. **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.

3.4. **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**.

3.5. **Future offering of Securities**
Underwriters shall not be liable for **Securities Loss** attributable to any public offering of **Securities** emitted after the **Securities Continuity Date**.

3.6 **Patent Copyright Exclusion:**
Underwriters shall not be liable for Loss to the extent that it is arising from or attributable to any **Claim** for any actual or alleged plagiarism or infringement of copyright or patent. Notwithstanding the foregoing, it is agreed that this

exclusion shall not apply to any claim(s) brought by a shareholder of the **Company**, in their capacity as such, in the form of a shareholder class or derivative action.

3.7 **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.

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04 March 2020

SECTION 4 – DEFINITIONS

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 a *Director following*:
 - (i) receipt by such **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 Republic of Lithuania 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.

- (f) with respect to cover afforded under Insuring Clause 1.2, any **Securities Claim**.

Company means the **Policyholder** and any **Subsidiary**.

Defence Costs means the reasonable fees costs and expenses, incurred by a **Director**, or the **Company** if applicable, in connection with a **Claim** and 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

- (a) any natural person who was, is or shall be a director, officer, official or employee, whether de jure, de facto or shadow of the **Company** in his or her capacity as such or in their capacity as a trustee or fiduciary of any pension, benefit, welfare or superannuation plan or fund of the **Company**.
- (b) any person acting as an official of the **Company** in a voluntary capacity whether paid or unpaid at the specific request and direction of the **Company**.
- (c) With respect to an **Employment Practices Act**, any employee of the **Company**.

Employment Practices Act means any actual or alleged violation committed by a **Director** of any employment law or any other legal provision relating to any individual's actual or prospective employment with the **Company**.

Entity Employment Practices Act means any actual or alleged violation of any employment law or any other legal provision relating to any individual's actual or prospective employment with the **Company**.

Entity Employment Practice Claim means any written demand for damages, and/or any civil, regulatory, administrative or arbitral proceeding and/or any criminal proceeding brought against the **Company** during the **Policy Period** in respect of an **Entity Employment Practices Act**.

Entity Employment Practice Claim Sub-Limit means the amount Identified in Item 2(a) of the Schedule which limit is part of and not in addition to the **Limit of Liability**.

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.

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**) for which a **Director**, or the **Company** if applicable, 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 civil, administrative or pecuniary fines or penalties in excess of EUR 25,000 per single **Loss**,
- (c) any amounts attributable to taxes or tax arrears (unless specifically covered elsewhere in this policy).

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.

Outside Directorship means the position of Director, trustee, governor, councillor, or the holder of an equivalent position in any jurisdiction held by a **Director** in an **Outside Entity** provided that such position is assumed and maintained with the knowledge and consent of the **Company**

Outside Entity means any organisation (not domiciled or listed in the USA), other than the **Company**, conducting a similar business or is related by formal agreement to the **Company**

Policy Period means that period of time from inception until expiry as detailed in Item 3 of the Schedule

Policyholder means the entity detailed in Item 1 of the Schedule

Pollution means the discharge, dispersal, release or escape of any solid, liquid, gaseous, thermal or radioactive pollutant or contaminant, including asbestos, 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 Litigation Date means that date specified in Item 5a of the Schedule.

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

Security means any security representing the debt and/or equity interests in the **Company**.

Securities Claim means any claim made against the **Company**, which is brought during the **Policy Period**, alleging a breach of any law whether statutory or common law, rules or regulations regulating any **Securities** or the purchase or sale or offer or solicitation of an offer to purchase or sell **Securities** or relating to the registration of such **Securities** either:

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

However a **Securities Claim** shall not include

- (i) any administrative or regulatory proceeding or an investigation of the **Company**
- (ii) any **Claim** by an employee of the **Company** or **Director** alleging or



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arising out of or attributable to the loss of or failure to receive or obtain the benefit of any **Securities** (including any warrants or options).

Securities Continuity Date means that date specified in Item 5b of the Schedule.

Securities Loss means the reasonable fees costs and expenses incurred by the **Company** in connection with a **Securities Claim**, or any other amounts including damages, judgements and settlements for which the **Company** is legally liable on account of a **Securities Claim** and which have been consented to in writing by **Underwriters**. **Securities Loss** shall not include any criminal fines or penalties.

Subsidiary means any entity in which, at the time of the relevant **Wrongful Act**, any **Company** owns more than 50% of the equity or controls the board of management. Any entity which becomes a **Subsidiary** pursuant to this definition after the inception of the **Policy Period** and which entity is publicly listed, and/or domiciled in the United States of America and/or has assets in excess of 50% of the consolidated assets of the **Policyholder** shall only be deemed a **Subsidiary** upon written agreement from **Underwriters** who reserve the right to charge an additional premium in respect of such entity and/or amend the terms and conditions of coverage with respect to such entity.

Underwriter means the insurer 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**. **Wrongful Act** shall include **Employment Practices Act**.

SECTION 5 – NOTIFICATION PROVISIONS

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.

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

The **Policyholder** shall give written notice of any **Claim** to the **Underwriters** as soon as practicable and either;

- (i) during the **Policy Period** or extended reporting period as provided in Section 2.4 if such period is purchased; or
- (ii) within thirty (30) days after the end of the **Policy Period** or the extended reporting period as provided in Section 2.4 if such period is purchased, as long as such **Claim** is reported no later than thirty (30) days after the date such **Claim** was first made against an **Director**.

If, during the **Policy Period** or during the extended reporting period as provided in Section 2.4 if such period is purchased, 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.



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If, during the **Policy Period**, the **Policyholder** or **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 **Policyholder** or **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 a **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 **Policyholder** to the **Underwriters**.

6.2 **Severability**

This Policy is a several policy in respect of each **Director**. As such, any statements or actions or omissions made by, or any knowledge possessed by, or any ignorance attributable to any **Director** or **Company** shall in no event be imputed to any other **Director** or **Company** in order to determine the coverage available under this Policy.

6.3 **Limit of Liability**

The **Limit of Liability** is the maximum aggregate amount payable by the **Underwriters** in respect of this Policy. 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.

6.4 **Deductible**

This Policy shall only provide coverage in excess of the Deductible(s) specified in Item 4 of the Schedule. Such deductible shall apply as applicable for each and every separate **Claim**. For the purpose of this Clause 6.4 it is agreed that continuous or repeated or related **Wrongful Acts** are deemed to constitute a single **Wrongful Act**. It is also understood that in no event shall a deductible be applicable in respect of:

- (a) any **Loss** for which the **Directors** have not been indemnified by the **Company**
- (b) Extensions 2.3, 2.8, 2.9 and 2.10
- (c) **Preliminary Investigations**
- (d) Extradition Proceedings.

6.5 **Authorization of the Policyholder**

It is agreed that the **Policyholder** shall act on behalf of all **Directors** and **Companies** with respect to the exercise of all their rights and the discharge or all their duties in respect of this Policy, except for instances where, pursuant to any national, territorial or state law, a **Director** is obliged to interact with the **Underwriters**.

6.6 **Duties and Obligations**

Underwriters have a duty to indemnify under this Policy and do not assume any automatic duty to defend. The **Directors** and the **Company** have the right to defend any **Claim** and agree not to do anything that intentionally serves to increase any potential **Loss**. The **Underwriters** maintain the right to actively and effectively participate in the defence and settlement of any **Claim**.

The **Directors** and the **Company** agree not to incur **Loss** (except as provided for under Extension 2.7), 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.

6.7 **Other Insurance**

This insurance Policy is intended to provide primary insurance coverage in respect of directors' and officers' liability. However should any payments collectable under this Policy also be collectable under any more relevant insurance policy or guarantee, then this Policy shall only pay in excess of such

other insurance. Where this Policy and any other insurance policy or guarantee both provide equally valid coverage, then all parties concerned shall use their best efforts to determine a fair allocation between the available insurances and/or guarantees.

6.8 **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 45 days from the date of issuance for **Underwriters** to receive the required premium. Should **Underwriters** not have received the premium on or before this 45th day, then the Policy will be cancelled ab initio on such date.

Subject to there being no notifications hereunder, this Policy may be cancelled by the **Policyholder** by providing the **Underwriter** with 30 days notice of the intent to cancel the Policy. Upon cancellation, **Underwriters** shall reimburse the **Policyholder** 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.

6.9 **Non-rescindability**

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

6.10 **Allocation**

Loss shall only be covered under this Policy to the extent that it is attributable to acts and/or persons covered under this Policy. Consequently, should any **Claim** be in part attributable to uncovered acts or persons then the **Underwriters**, the **Policyholder** and the relevant **Directors** shall use their best efforts to agree a fair and proper allocation of coverage under this Policy having regard to the relative legal and financial exposures of, and the relative benefits to be obtained by, the relevant parties. In the event that the parties are unable to agree upon a fair and proper allocation, then the matter shall be dealt with according to the Disputes resolution section of this Policy. Until such time as the parties agree upon a fair and proper allocation, the **Underwriters** shall pay **Loss** based upon their own reasonable assessment of allocation.

6.11 **Subrogation**

In the event of a payment under this Policy to the **Directors** or the **Company**, **Underwriters** shall be subrogated to all the **Directors'** or the **Company'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.

6.12 **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.

6.13 **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**.

(g) **Underwriters** hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to them and delivered to them care of:

Mr Tomas Kontautas, Lloyd's General Representative for Lithuania
c/o Sorainen, Jogailos 4, 01116 Vilnius, Lithuania Tel: + 370 52 649 376, Fax: + 370 52 685 041
Email: tomas.kontautas@lloyds.com

who in this instance, have authority to accept service on their behalf. Underwriters by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in any other country.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

6.14 **Sanctions Limitation Clause**

It is agreed that this Policy excludes any **Claim**, costs or expenses which would expose the **Underwriters** 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.

6.15 **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.

6.16 **Complaints Notice - Complaint handling arrangements**

Any complaint should be addressed to UADBB „Colemont draudimo brokeris“.

Konstitucijos pr. 26, LT-08105 Vilnius, Lietuva
Tel. + 370 5 210 9660 ; info@colemont.lt

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being received.

A decision on your complaint will be provided to you, in writing, within 14 (fourteen) calendar days of the complaint being received if you are a consumer and within 30 (thirty) calendar days of the complaint being received if you are not a consumer.

Should you remain dissatisfied with the final response or if you have not received a final response within 14 (fourteen) or 30 (thirty) calendar days (as applicable) of the complaint being received, you may be eligible to refer your complaint to the Bank of Lithuania. The contact details are as follows:

Bank of Lithuania, Supervision Service, Žirmūnų g. 151, LT-09128 Vilnius, Lithuania
Tel: +370 5 268 0029, Fax: +370 5 268 0038, E-mail: info@lb.lt, Website: www.lb.lt/consumer_protection

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

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6.17 **Coverholder Clause**

The INSURER grants THE COVERHOLDER appointment to receive and forward correspondence pertaining to this Policy. Therefore;

- a) Every communication made to THE COVERHOLDER is to be deemed as if made to the INSURER
- b) Every communication made by THE COVERHOLDER is to be deemed as if made by the INSURER

Any claims and/or complaints should be addressed in the first instance to THE COVERHOLDER.

The Coverholder:

Company name:	UADBB Colemont draudimo brokeris
Legal entity code:	124495055
Address:	Konstitucijos pr. 26, LT-08105 Vilnius, Lithuania
E-mail:	info@colemont.lt
Tel:	+370 5 210 9660
CEO:	Giedrius Čiurinskas

6.18 **Authorization**

This policy shall be valid only when accompanied by a duly signed Schedule.



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YOUR PERSONAL INFORMATION NOTICE

Who we are. We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

The basics. We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have. In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims. The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

Want more details? For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels or in other formats on request.

Contacting us and your rights :You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Data protection officer, Kristina Griūnienė,
UADBB Colemont draudimo brokeris
Konstitucijos pr. 26, LT-08105 Vilnius, Lithuania
info@colemont.lt

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

OTHER, CONDITIONS, CLAUSES, & ENDORSEMENTS APPLICABLE TO INSURANCES BOUND

CYBER LOSS EXTENSION

Subject to all terms, exclusions and conditions of this Policy and subject to the Limit of Liability stated in this Extension, the Underwriters agree to indemnify the Insured all sums which the Insured shall become legally obligated to pay as Damages and Claims Expenses, provided any Claim made to recover therefor is first made against the Insured within the Policy Period due to a Cyber Loss, and is notified by the Insured to the Underwriters during or within sixty (60) days after the expiration of the Policy Period.

With respect to coverage under this Extension only:

Additional Definitions

- a. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
 - (i) the use or operation of any Computer System or Computer Network;
 - (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - (iii) access to, processing, transmission, storage or use of any Data;
 - (iv) inability to access, process, transmit, store or use any Data;
 - (v) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- b. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- c. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- d. Data means information used, accessed, processed, transmitted or stored by a Computer System.

Additional Exclusions

Underwriters shall not be liable to make any payment for damages for the following types of loss, damage, or injury, whether caused or contributed to, in whole or in part, directly or indirectly, by risks otherwise insured under this Policy:

- a. any criminal investigations or proceedings or any civil investigations or proceedings initiated by a government agency or authority;
- b. any expense to investigate or correct a deficiency in the Insured's systems, employee management, vendor management, internal systems, procedures, computer network or system firewalls, computer network or system antivirus or any other physical or procedural security which may have contributed to the Cyber Loss;
- c. reimbursement, compensation, benefits, fees or expenses incurred by the Insured or any of the Insured's employees;
- d. any other expenses or costs not included within Claims Expenses;
- e. any consequential loss;
- f. any threat, extortion or blackmail, including, but not limited to, ransom payments and private security assistance;
- g. any expenses or costs incurred by a third party;
- h. any alleged or actual Cyber Loss arising from lost Data where any Personally Identifiable Information stored was not encrypted.



Coverholder at **LLOYD'S**

Limit of Liability

EUR 50,000 each and every Claim and in the aggregate

The aggregate limit specified above is the total limit of the Underwriters' liability for all Damages and Claims Expenses covered under this Extension and occurring during the Policy Period, and is part of and not in addition to the Aggregate Limit of Liability of this Policy.

All other terms and conditions of this Insurance remain unchanged.