# [ΠΑΡΑΡΤΗΜΑΤΑ](#_top)

[ΠΑΡΑΡΤΗΜΑ Ι – Πίνακας Ασφάλισης Ευθύνης Στελεχών Διοίκησης και Λεκτικό Ασφαλιστηρίου Συμβολαίου](#_top)

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **Policyholder:** | | Hellenic Public Properties Company (HPPC) S.A | | | | |
| **2** | **Registered address:** | | Voulis 7, Athina 105 62, | | | | |
| **3** | **Policy period:** | | From: 01/08/2023 ΕΝΔΕΙΚΤΙΚΗ ΗΜΕΡΟΜΗΝΙΑ ΕΝΑΡΞΗΣ  To: 31/07/2024 ΕΝΔΕΙΚΤΙΚΗ ΗΜΕΡΟΜΗΝΙΑ ΛΗΞΗΣ | | | | Inception Date  Expiry Date |
| 00.01 Greenwich Mean Time (Both days inclusive) | | | | |
| **4** | **Limit of Liability** | | In the aggregate for all Claims or Losses (costs inclusive): | | | **EUR 25,000,000** | |
| **5** | **Special Excess Protection for Non-Executive Directors**  (Payable in addition to the limit of liability) | | a) Non-Executive Director Special Excess Limit: | | | **EUR 1,000,000**  **EUR 1,000,000** | |
| b) Non-Executive Director Special Excess Aggregate Limit: | | |
| **6** | **Retention** | | | | |  | |
| **US Claim** | | Securities Retention: | | | **Ν/Α** | |
| Employment Practices Retention: | | | **Ν/Α** | |
| Applicable Retention for any other Loss: | | | **EUR 100,000** | |
| **Rest of World Claim** | | Securities Retention: | | | **Ν/Α** | |
| Employment Practices Retention: | | | **Ν/Α** | |
| Applicable Retention for any other Loss: | | | **EUR 4.000** | |
| **7** | **Sub-Limits of Liability**  Sub-limits of liability shown are the total amount payable under all Insurance Covers, Director and Officer Protections and Extensions combined. | | | | | | |
|  | **Director and Officer Protection / Extension Limit EUR 25.000.000** | | | | | | |
|  | 2.1(ii) | Assets & Liberty Extradition Expenses (Accredited Crisis Counsellor and / or Tax Advisor) | | | EUR50,000 in the aggregate | | |
|  | 2.1 (ii) | Assets & Liberty Extradition Expenses (Public Relations Consultants) | | | EUR250,000 in the aggregate | | |
|  | 2.1 (iii) | Assets & Liberty Personal Expenses | | | EUR250,000 in the aggregate | | |
|  | 2.3 | Insolvency Hearing Cover | | | EUR50,000 in the aggregate | | |
|  | 2.4 | Reputation Expenses | | | EUR250,000 in the aggregate | | |
|  | 2.5 | Regulatory Enforcement | | | EUR250,000 in the aggregate | | |
|  | 2.7 | Circumstance/ Claim Mitigation: Mitigation Costs, Prosecution Costs and Professional Fees | | | 10% of the limit of liability with a maximum of EUR1,000,000 | | |
|  | 3.4 | Emergency Costs | | | 20% of the limit of liability | | |
|  | 3.5 | Global Dutch Securities Settlement Advice | | | EUR50,000 in the aggregate | | |
|  | 3.6 | Company Crisis Loss | | | EUR100,000 in the aggregate | | |
| **8** | **Continuity Date:** | | | 25/06/2012 | | | |
| **9** | **Discovery Period:** | | | 6 Years | | | |
| **10** | **Insurance Covers, director and Officer Protections and Extensions** | | | Only Insurance Covers, Director and Officer Protections and Extensions designated as “Covered” below are “Provided” under this policy. “ Not Covered” means “Not Provided” | | | |
|  | Management Liability | | | Insurance Cover 1.1 Covered | | | |
|  | Pre-Claim Inquiry | | | Insurance Cover 1.2 Covered | | | |
|  | Special Excess Protection for Non-Executive Directors | | | Insurance Cover 1.3 Covered | | | |
|  | Company Securities Liability | | | Insurance Cover 1.4 Not Covered | | | |
|  | Assets & Liberty | | | Director and Officer Protection 2.1 Covered | | | |
|  | Derivative Investigation Hearing Costs | | | Director and Officer Protection 2.2 Covered | | | |
|  | Insolvency Hearing Cover | | | Director and Officer Protection 2.3 Covered | | | |
|  | Reputation Expenses | | | Director and Officer Protection 2.4 Covered | | | |
|  | Regulatory Enforcement | | | Director and Officer Protection 2.5 Covered | | | |
|  | Corporate Manslaughter | | | Director and Officer Protection 2.6 Covered | | | |
|  | Circumstance/ Claim Mitigation | | | Director and Officer Protection 2.7 Covered | | | |
|  | International Jurisdiction | | | Director and Officer Protection 2.8 Covered | | | |
|  | Interpretive Counsel | | | Director and Officer Protection 2.9 Covered | | | |
|  | New Subsidiaries | | | Extension 3.1 Covered | | | |
|  | Discovery Period | | | Extension 3.2 Covered | | | |
|  | Lifetime Run-Off for Retired Insured Persons | | | Extension 3.3 Covered | | | |
|  | Emergency Costs | | | Extension 3.4 Covered | | | |
|  | Global Dutch Securities Settlement Advice | | | Extension 3.5 Covered | | | |
|  | Company Crisis Loss | | | Extension 3.6 Covered | | | |
| **11** | **US SEC Exposure** | | | Not Covered | | | |
| **12** | **Endorsements** | | |  | | | |
|  | **Reference and Description** | | |  | | | |
| 1. TERRITORY RESTRICTION ENDORSEMENT | | |  | | | |
| 2. Prior Claims and Circumstances Exclusion (25/06/2012) | | |  | | | |
| 3. PROFESSIONAL INDEMNITY EXCLUSION | | |  | | | |
| 4. IPO Exclusion | | |  | | | |
| 5. Deletion of Extension 3.1 New Subsidiary | | |  | | | |
| 6. Amendment of Definition 5.5. Company | | |  | | | |
| 7. EMPLOYED LAWYERS EXTENSION | | |  | | | |
| 8. Amendment of 3.2 Discovery Period | | |  | | | |
| 9. Specific Matters Exclusion | | |  | | | |
| 10. Claims Control Clause | | |  | | | |
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**GENERAL TERMS**

**Notices**

The Insurance Covers under this policy are afforded solely with respect to **claims** first made against an **insured** during the **policy period** and reported to the **insurer** as required by this policy. Amounts incurred for legal defence will reduce the limits of liability available to pay judgments or settlements, and be applied against the **retention**. The **insurer** does not assume any duty to defend.

Please read this policy carefully and review its cover with your insurance agent or broker.

In consideration of the payment of the premium or agreement to pay the premium the **Insurer** and the **Policyholder** agree as follows:

All coverages granted for **Loss** under this policy are provided solely for **Claims** first made against an **Insured**, and other **Insured Events** first arising, during the **Policy Period** and reported to the **Insurer** as required by this policy.

**1. Covers**

**1.1 Management Liability**

The **Insurer** will:

1. 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
2. reimburse the **Company** for any **Loss** arising from a **Claim** against an **Insured Person** for which it has indemnified an **Insured Person**.

**1.2 Pre-Claim Inquiry**

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

**1.3 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 1.3 (Special Excess Protection for Non-Executive Directors) for all **Non-Executive Directors** is subject to the **Non-Executive Director Special Excess Aggregate Limit** specified in the Schedule.

**1.4 Company Securities Liability**

The **Insurer** will pay the **Loss** of each **Company** arising from a **Securities Claim** brought against a **Company**.

**2. Director and Officer Protection Suite**

**2.1 Assets & Liberty**

The **Insurer** will pay:

1. **Defence Costs** and **Prosecution Costs** with respect to any **Asset and Liberty Proceeding** or **Extradition Proceeding**;
2. **Extradition Expenses**,subject to the Sub-Limit specified in the Schedule; and
3. **Personal Expenses** in the event of a **Confiscation Order**, subject to the Sub-Limit specified Schedule,

of each **Insured Person**.

**2.2 Derivative Investigation Hearing**

The **Insurer** will pay the **Derivative Investigation Hearing Costs** of an **Insured Person**.

**2.3 Insolvency Hearing Cover**

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

**2.4 Reputation Expenses**

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

**2.5 Regulatory Enforcement**

1. **Civil Fines and Civil Penalties**

The **Insurer** will pay civil fines and civil penalties assessed against any **Insured Person** which an **Insured Person** is legally liable to pay pursuant to:

* + - 1. 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
      2. 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.

1. **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:

* + - 1. such liability does not arise from the deliberate or intentional acts of such **Insured Person**; and
      2. the **Company** is not able to pay the tax either by reason of insolvency or legal prohibition.

**2.6 Corporate Manslaughter**

The **Insurer** will pay the **Loss** of any **Insured Person** with respect to any proceeding brought against them for a gross breach of duty of care causing the death of another person.

**2.7 Circumstance/Claim Mitigation**

Subject to the Sub-Limit specified in the Schedule, 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:

1. notification of the relevant circumstances has been made to the **Insurer** in accordance with Section 6.1 (Notice & Reporting); and
2. if the circumstances notified in accordance with (i) 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. 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
4. the **Professional Fees** are reasonably and necessarily incurred by the **Insured Person** to negotiate and facilitate the payment of **Mitigation Costs**; and
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
6. the liability of the **Insurer** under this Director and Officer Protection 2.7 (Circumstance / Claim Mitigation) shall not exceed the liability that would have existed under this policy if the **Claim** had been made against the **Insured Person** by the potential claimant.

In no event shall Section 2.7 (Circumstance / Claims Mitigation) include the remuneration of any **Insured Person**, costs of their time or any other costs or overheads of any **Company**.

**2.8 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 this policy shall apply irrespective of the **International Policy**.

**2.9 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. Extensions**

**3.1 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 of more of its other **Subsidiaries**, during the **Policy Period** provided that such entity:

1. does not have any of its **Securities**listed on an exchange or market in the United States of America; or
2. has, as of the date of the acquisition, assets which are less than or equal to 25% of the total consolidated assets of the **Policyholder** as of the inception date of the policy.

For any such entity that has any of its **Securities** listed on an exchange or market in the United States of America, or has total assets greater than 25% of the consolidated assets of the **Policyholder**as at the inception date of this policy, this Extension 3.1 (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 prior to the end of the **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 itsexposure with respect to such entity and the **Policyholder** accepts any consequent amendments to the policy terms and conditions, including payment of any reasonable additional premium required by the **Insurer**.

**3.2 Discovery Period**

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

(i) automatically for 60 days if this policy is not renewed or replaced; or

(ii)subject to the **Policyholder**making a request for such **Discovery Period**in writing and paying any additional premium required, as specified below

1 year: 100% of the full annual premium in effect at the expiry of the policy period

2 years: 150% of the full annual premium in effect at the expiry of the policy period

and no later than 30 days after the expiry of the **Policy Period***.*

If a **Transaction** occurs, the **Policyholder**shall be entitled to a 72 month **Discovery Period** on such terms and conditions and for such additional premium as the **Insurer** may reasonably decide.

A **Discovery Period**under this Extension 3.2 (Discovery Period) is non-cancellable.

**3.3 Lifetime Run-Off for Retired Insured Persons**

The **Insurer** will provide anunlimited **Discovery Period** for any **Insured Person** who retires or resigns, other than by reason of a **Transaction** or insolvency of the **Policyholder**, prior to or during the **Policy Period**, provided that, on expiry of this policy:

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

**3.4 Emergency Costs**

If the **Insurer’s** prior written consent cannot reasonably be obtained before **Defence Costs** or **Pre-Claim Inquiry Costs** or costs with respect to a **Crisis Loss** are incurred, then the **Insurer** shall give retrospective approval for such costs, subject to the Sub-Limit specified in the Schedule.

**3.5 Global Dutch Securities Settlement Advice**

The **Insurer** will pay at the request of the **Company** the reasonable and necessary fees incurred by the **Company**, with the **Insurer’s** prior written consent, to retain a law firm approved by the **Insurer** to advise the **Company** regarding use 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 Schedule.

**3.6 Company Crisis Loss**

The **Insurer** will pay the **Crisis Loss** of a **Company**, subject to the Sub-Limit specified in the Schedule.

**4. Exclusions**

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

**4.1 Conduct**

arising out of, based upon or attributable to:

(i) the gaining of profit or advantage to which the **Insured** was not legally entitled; or

(ii) the committing of any 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**.

**4.2 Prior Claims and Circumstances**

arising out of, based upon or attributable to:

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 policy is a renewal or replacement or which it may succeed in time;
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
3. any **Insured Event** that would otherwise constitute a **Single Claim** with any claim or other matter reported under any policy of which this policy is a renewal or replacement or which it may succeed in time.

Exclusion 4.2 (i) 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 expiry date of this policy.

**4.3 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 tangible property.

This Exclusion 4.3 (Bodily Injury/Property Damage) shall not apply to:

1. any **Claim** for emotional distress or mental anguish with respect to an **Employment Practices Violation**;
2. **Defence Costs** of any **Insured Person** including with respect to any **Claim** brought against an **Insured Person** for any alleged breach of occupational health and safety law;
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 Articles of Association, charter, bylaws, operating agreement, indemnity deeds or similar documents of the **Company**.

**4.4 US Claims Brought by any Company**

arising out of, based upon or attributable to any **US Claim** which is brought by or on behalf of any **Company** against any **Insured**, or by any **Outside Entity** against an **Outside Entity Director**:

This Exclusion 4.4 (US Claims Brought by any Company) shall not apply to:

1. any **US Claim** against any **Insured Person**:
2. pursued by any **Security** holder or member of any **Company** or **Outside Entity**, whether directly or derivatively, or pursued as a class action, and that has not been solicited or brought with the voluntary intervention, assistance or active participation of any **Insured**, other than an **Insured Person** engaged in “whistleblower” activity protected pursuant to Sarbanes-Oxley Act of 2002 (US) or any similar legislation;
3. if the **Company** or **Outside Entity** is the subject of a bankruptcy case (or the equivalent in an **International Jurisdiction**), brought by the examiner, trustee, receiver, liquidator, rehabilitator, creditors committee, bondholder committee, equity committee or any other creditor or group of creditors on behalf of or in the right of such **Company** or **Outside Entity**; or
4. **Defence Costs** of an **Insured Person**.

**5. Definitions**

**5.1 Approved Person**

any natural person employed by any **Company** to whom the Financial Services Authority (or any successor organisation or organisations) has given its approval to perform one or more Significant Influence Functions under Section 59 of the Financial Services and Markets Act 2000 (UK).

**5.2 Asset and Liberty Proceeding**

any action taken against any **Insured Person**by any **Official Body**seeking:

(i) to disqualify an **Insured Person**from holding office as a director or officer;

(ii) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an **Insured Person**;

(iii) a charge over real estate property or personal assets of an **Insured Person**;

(iv) a temporary or permanent prohibition on an **Insured Person** from holding the office of or performing the functions of a **Director or Officer**;

(v) a restriction of an **Insured Person’s** liberty as an official detention, or to a specified domestic residence; or

(vi) 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.

**5.3 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.

**5.4 Claim**

1. (a) a written demand for monetary, non-monetary or injunctive relief, including any demand for mediation, arbitration or any other alternative dispute resolution process;

(b) a civil, regulatory, mediation, administrative, arbitration or other alternative dispute resolution proceeding including any counter-claim, seeking compensation or other legal remedy; or

1. a criminal proceeding, including any proceeding brought pursuant to the UK Bribery Act 2010,

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

1. any **Securities Claim**;
2. any **Insured Person Investigation;**
3. any **Derivative Suit**;
4. the receipt by an **Insured** of any written request to toll a period or statute of limitations which may be applicable to any **Claim** that may be made for any **Wrongful Act** of any **Insured**.

**5.5 Company**

(i) the **Policyholder**;

(ii) any **Subsidiary**; or

(iii) 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.

**5.6 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.**

**5.7 Continuity Date**

the applicable date specified in Item 8 of the Schedule*.*

**5.8 Control**

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

### controlling the composition of the board of directors of such entity;

### controlling more than half of the shareholder or equity voting power of such entity;

### holding more than half of the issued share or equity capital of such entity; or

### creation of such entity.

**5.9 Crisis**

as defined in Appendix A attached to this policy.

**5.10 Crisis Firm**

any public relations consultants approved by the **Insurer**.

**5.11 Crisis Loss**

as defined in Appendix A attached to this policy.

**5.12 Defence Costs**

(i) reasonable and necessary fees, costs and expensesincurred for representing an **Insured**, with the **Insurer’s** prior written consent (except with respect to Extension 3.4 (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**;

(ii) 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**;

(iii) **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 othercosts or overheads of any **Company**.

**5.13 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**.

**5.14 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.

**5.15 Derivative Investigation Hearing Costs**

in accordance with Director and Officer Protection 2.2 (Derivative Investigation Hearing Costs), the reasonable and necessary fees, costs 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.

**5.16 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** onthe part of such **Director or Officer** including a derivative claim made against a **Director or Officer** under Part 11, Chapter 1 of the Companies Act 2006 following the receipt by a **Company** of any formal notice relating to an application to the court for permission to continue a derivative claim under the Companies Act 2006.

**5.17** **Director or Officer**

any natural person who:

1. was, is or during the **Policy Period** becomes a duly elected or appointed director or officer of a **Company** (or equivalent position); and
2. has held, or during the **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 (i) above, or a member of the senior-most governing body (including a supervisory board).

**5.18 Discovery Period**

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

(i) a **Claim** first made against an **Insured** **Person** during such period or the **Policy** **Period** for a **Wrongful Act** occurring prior to the expiry of the **Policy Period**; or

(ii) any other **Insured Event** which first arose prior to the expiry of the **Policy Period**.

**5.19 Employment Practices Retention**

the **Retention** applicable to **Loss** that arises out of an **Employment Practices Violation** specified the Schedule.

**5.20 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***.*

**5.21 Extradition Expenses**

in accordance with Director and Officer Protection 2.1 (Assets & Liberty) the reasonable and necessary fees, costs and expenses incurred by an **Insured Person** for (i) any accredited crisis counsellor and/or tax advisor and (ii) any public relations consultants retained by an **Insured Person** andincurred in any **Extradition Proceeding** brought against such **Insured** **Person** or in connection with an **Asset and Liberty Proceeding**.

**5.22 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.

**5.23 Insolvency Hearing Costs**

in accordance with Director and Officer Protection 2.3 (Insolvency Hearing Costs) 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 or 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**.

**5.24 Insured**

any **Company** or **Insured Person**.

**5.25 Insured Event**

any **Claim, Pre-Claim Inquiry** or matter or event covered under Section 2 (Director and Officer Protection Suite) or Section 3 (Extensions).

**5.26 Insured Person**

any natural person who was, is or during the **Policy Period** becomes:

1. a **Director or Officer**,but not an externally appointed auditor, insolvency administrator or receiver, bankruptcy trustee or liquidator of a **Company**;
2. an **Approved Person**;
3. an employee of a **Company**:

(a) while acting in a managerial or supervisory capacity of any **Company**;

(b) who is involved in a **Claim** alleging an **Employment Practices Violation**;

(c) 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

(d) named in connection with an **Insured Person** **Investigation**;

1. a **Shadow Director** or a de facto director;
2. a prospective director named as such in any listing particulars or prospectus issued by a **Company**;
3. an **Outside Entity Director**;
4. a **Senior Accounting Officer**; or
5. 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:

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

B. the administrator, heirs, legal representatives, or executor of a deceased, legally incompetent, insolvent or bankrupt estate,

of an **Insured Person**referred to in (i) to (viii) 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**.

**5.27 Insured Person Investigation**

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

1. 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;
2. 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
3. commenced by the arrest and detainment or incarceration for more than 24 hours of an **Insured Person** by any law enforcement authority.

**5.28 Insurer**

Insurance company

**5.29 International Jurisdiction**

any jurisdiction other than the country in which the policy is issued.

**5.30 International Policy**

the **Insurer’s** most recent standard directors and officers liability policy existing at the inception date of this policy approved to be sold within an **International Jurisdiction** that provides coverage substantially similar to the coverage afforded under this policy. Where more than one such standard policy exists at the inception date of this policy, **International Policy** means the standard policy most recently registered (or approved by the **Insurer** where no registration is necessary) in that **International Jurisdiction** prior to the inception date of this policy.

**5.31 Limit of Liability**

the amount specified in Item 4 of the Schedule.

**5.32 Loss**

**Defence Costs, Crisis Loss** 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 Director and Officer Protection or Extension, but only to the extent set out in the relevant section.

**Loss**shall not include: (i) fines or penalties or taxes unless covered under Director and Officer Protection 2.6 (Regulatory Enforcement): (ii) remuneration or employment-related benefits; or (iii) 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-Indemnifable Loss** in connection therewith.

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

**5.33 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 this policy; (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**.

**5.34 Non-Executive Director**

any natural person who was, is or during the **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.

**5.35 Non-Executive Director Special Excess Aggregate Limit**

the sum specified in the Schedule being the aggregate limit for all **Non-Executive Directors**.

**5.36 Non-Executive Director Special Excess Limit**

the sum specified in the Schedule being a separate limit for each **Non-Executive Director**.

**5.37 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 Articles of Association, charter, bylaws, operating agreement, indemnity deeds or similar documents of a **Company**.

**5.38 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**.

**5.39 Outside Entity**

any entity other than an entity:

1. that is a **Company**;
2. 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
3. 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).

**5.40 Outside Entity Director**

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

**5.41 Personal Expenses**

in accordance with Director and Officer Protection 2.1(iii) (Assets & Liberty), the expenses set out below to be paid directly by the **Insurer** to a third party service provider of an **Insured Person**:

* + 1. schooling cost for dependant non-adults;
    2. monthly primary housing mortgage payments or rental cost;
    3. utilities cost, including private water, gas, electricity, phone and internet services; or
    4. personal insurance premiums, including Property, Life, and Health policies,

provided that: the services were contracted by the **Insured Person** prior to the **Confiscation Order** and are owed by such **Insured Person**; the expenses are in excess of any personal allowance granted in connection with the **Confiscation Order**;and 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**.

**5.42 Policyholder**

the entity specified in the Schedule.

**5.43 Policy Period**

the period from the inception date to the expiry date specified in the Schedule.

**5.44 Pre-Claim Inquiry**

1. a verifiable request for an **Insured Person** to: (a) appear at a meeting or interview; or (b) 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) and:

(1) arises out of an inquiry or investigation by an **Official Body** concerning a **Company** or an **Insured Person** in their insured capacity; or

(2) 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

1. 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.

**5.45 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 (i) any compensation of any **Insured Person** or cost of their time; and (ii) 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**.

**5.46 Professional Fees**

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 this policy; or (b) costs attributable to an **Insured Person Investigation**, **Pre-Claim Inquiry** or **Derivative Investigation Hearing Costs**.

**5.47 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**.

**5.48 Reputation Expenses**

in accordance with Director and Officer Protection 2.5 (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:

* 1. negative statements made during the **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

(ii) 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**.

**5.49 Retention**

the applicable amount(s) specified in the Schedule.

**5.50 Securities**

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

**5.51 Securities Claim**

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

(i) alleging a **Wrongful Act**:

(a) in connection with the purchase or sale, or offer or solicitation of an offer to purchase or sell any **Securities** including any claim for compensation under section 90 of the Financial Services and Markets Act 2000;

(b) brought by a **Security**holder of the **Company**with respect to such**Security** holder’s interest in **Securities** of such **Company**; or

1. 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 (i) 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 any claimby 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).

**5.52 Securities Retention**

the **Retention** applicable to (i) **Loss** that arises out of a **Securities Claim**; (ii) **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 (iii) **Derivative Investigation Hearing Costs**.

**5.53 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.

**5.54 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 or where an **Insured Event** first arises.

**5.55 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**.

**5.56 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.

**5.57 Subsidiary**

any entity of which the **Policyholder** has or had **Control** on or before the inception of the **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**.

**5.58 Transaction**

any one of the following events:

1. 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
2. any person or entity or group of persons or entities acting in concert acquiring **Control** of the **Policyholder**.

**5.59 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.

**5.60 US SEC Exposure**

where a **Company**:

1. has any of its **Securities** listed on a securities exchange or market within the United States of America; or
2. is or has **Securities** that are legally required to be the subject of any registration statement filed with the US Securities Exchange Commission; or
3. 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.

**5.61 Wrongful Act**

(i)with respect to any **Insured Person** (except with respect to any **Securities Claim**):

(a) 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 5.26 (Insured Person); or any matter claimed against an **Insured Person** solely because of such listed capacity;

(b) any proposed act, error or omission or any default pursuant to Section 260(3) of the Companies Act 2006 (UK); or

(c)an **Employment Practices** **Violation**.

(ii)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**.

**6. Claims**

**6.1 Notice and Reporting**

The cover provided under this policy is granted solely with respect to **Claims** first made against an **Insured**,and other **Insured Events** first arising, during the **Policy Period**, or any applicable **Discovery Period**, or accepted as such in accordance with Section 6.3 (Related Insured Events or Circumstances), and only if such **Claims** have been notified to the **Insurer** as soon as practicable, after the **Policyholder’s**Risk Manager or General Counsel (or equivalent position) first becomes aware of such **Claim**; or any other **Insured Event** has been notified to the **Insurer** as soon as practicable after the **Insured Event** first arises but in all events no later than either:

(i) during the **Policy Period** or **Discovery Period** if applicable*;* or

(ii) within 60 days after the end of the **Policy Period** or the applicable **Discovery Period***,* as long as notice is given to the **Insurer**within 60 days after such **Claim** was first made against an **Insured** or after any other **Insured Event** first arose.

If an **Insured** elects not to seek coverage for a **Pre-Claim Inquiry** or a **Derivation Investigation Hearing** it will not prejudice the right of the **Insured** to seek coverage for a **Claim** arising out of the same circumstances provided the **Claim** is notified in accordance with this Section 6.1 (Notice and Reporting).

If the **Policyholder** has elected the Passport Policy Master Program in the Schedule, then solely in respect of Section 6.1 (Notice and Reporting), if an **Insured Event** or circumstance is notified and accepted in accordance with the terms and conditions of any policy issued to a **Company** in an **International Jurisdiction** by the **Insurer**, such **Insured Event** or circumstance will be deemed notified in accordance with this Section 6.1 (Notice and Reporting).

Notwithstanding Section 8.6 (Notice and Authority), any **Insured** may, during the **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.

The details of any other insurance policy which may apply to any **Loss** covered under this policy shall be reported to the **Insurer** within a reasonable time of any **Insured Event** notification.

All notifications relating to **Insured Events** or circumstances must be sent in writing, by email or by facsimile.

**6.2 Notification of a Crisis**

The **Policyholder** must notify any **Crisis** to the **Insurer** immediately and during the **Policy Period**. A notice of **Crisis** will not satisfy the claim notice requirements of Section 6.1 (Notice and Reporting). All **Crisis** notifications must be sent in writing, by email or by facsimile.

**6.3 Related Insured Events or Circumstances**

If notice of an **Insured Event** or circumstance is given as required by this policy, 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.

**6.4 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 this policy.

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 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 this policy.

**6.5 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 this policy 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 this policy or other **Insured Events** handled in accordance with this policy shall be recoverable as a **Loss** under this policy.

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 6.5 (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 legally permitted by the **Official Body**, the **Insured** will seek **Insurer’s** consent in accordance with this Section 6.5 (Consent).

**6.6 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 this policy, then the **Insured**and the**Insurer**shall use commercially reasonable efforts to determinea fair and equitable allocation of **Loss**covered under this policy, on the basis of established judicial allocation principles which shall take into accountthe 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 6.6 (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**.

**6.7 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 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 4.1 (Conduct) has occurred until such time as the condition to that Exclusion is satisfied.

**6.8 Order of Payments**

The **Insurer**will pay **Loss**covered under this 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:

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

(ii) 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 6.8 (Order of Payments) shall fully discharge the **Insurer**from its obligations under this policy.

**6.9 Subrogation**

In the event of any payment under this 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 4.1 (Conduct), applies to that **Insured Event**and to that **Insured Person**.

**7. Limit and Retention**

**7.1 Limit of Liability**

(i) The total amount payable by the **Insurer** under this policy for all **Loss** arising from any **Single Claim** shall not exceed the **Limit of Liability**.

(ii) Notwithstanding (i) above:

* + - 1. in respect of all **Insured Events** first notified during the **Discovery Period**, the total amount payable by the **Insurer** under this policy for all **Loss** in the aggregate shall not exceed the **Limit of Liability**;
      2. in respect of any **Claim** brought by or on behalf of any **Company** the total amount payable by the **Insurer** under this policy for all **Loss** in the aggregate shall not exceed the **Limit of Liability**;
      3. the **Insurer’s** liability in respect of all **Insured Events** that:

1. arise out of, are in connection with, are based upon, or are otherwise attributable to the insolvency of any **Company**; or
2. give rise to or otherwise contribute to the insolvency of any **Company**,

shall not exceed the **Limit of Liability** regardless of whether such **Insured Events** involve the same or different claimants, **Insureds**, legal causes of action or give rise or contribute to insolvency of the same or different **Company(s)**; and

* + - 1. the **Insurer’s** liability under Cover 1.3 (Special Excess Protection for Non-Executive Directors) is payable in addition to and does not form part of the **Limit of Liability** butshall 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*.*

(iii) 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.

(iv) Each Sub-Limit of Liability specified in the Schedule 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**

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.

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.

If an **Insured Person** becomes legally obligated to repay to a **Company** monies advanced by the **Company** on account of any **Claim**, by reason of sections 234(3) and 205 of the Companies Act 2006, the **Insurer** agrees to pay such amount to the **Company** on behalf of the **Insured Person** promptly upon notification by the **Policyholder** to the **Insurer** of such **Insured Person’s** obligation to repay.

No **Retention** is applicable to the following: (i) **Non-Indemnifiable Loss**, (ii) **Company Crisis Loss** or (iii) **Reputation Expenses**.

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 this policy expressly provides otherwise.

**7.3 Specified Underlying Insurance**

This policy shall always apply excess over any other valid and collectible insurance including 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 (i) any indemnification provided by an **Outside Entity**, and (ii) 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 (i) with respect to Insurance Cover 1.4 (Company Securities Liability), or (ii) 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**

This policy may not be cancelled except for non-payment of the premium by the **Policyholder**.

**8.4 Severable Nature of the Policy**

This 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 this 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 policy.

In determining whether any of Exclusions 4.1 (Conduct), 4.3 (Bodily Injury / Property Damage) and 4.4 (US Claims Brought by any Company) apply, the **Wrongful Acts** of any **Insured** shall not be imputed to any other **Insured Person**.

With respect to Insurance Cover 1.4 (Company Securities Liability) 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 or chief financial officer (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 Schedule no cover is provided.

With respect to any **Company** that is covered for a **US SEC Exposure,** if during the **Policy Period** the US stock market capitalization of such **Company** exceeds the percentage specified in the Schedule as the individual or collective result of any offering of **Securities**, then the **Insurer** shall not be liable under this policy 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 Schedule during the **Policy Period**, cover may be extended under this policy provided that the **Policyholder** gives the **Insurer** sufficient details to assess and evaluate its exposure with respect to such **US SEC Exposure** and the **Policyholder** accepts any consequent amendments to the policy terms and conditions, including payment of any reasonable additional premium required by the **Insurer**.

**Transactions**

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

(i) a **Wrongful Act** occurring; or

(ii) 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:

(i) a **Wrongful Act** occurring; or

(ii) 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 this policyunless the **Policyholder** is insolvent in which event each **Insured** shall act on their own behalf.

**8.7 Assignment**

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

**8.8 Interpretation**

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this policy. Words and expressions in the singular shall include the plural and vice versa. Words following the terms including, include or any similar expression shall be construed as illustrative. Words in **bold** typeface have special meaning and are defined in the policy or in the Schedule. Words that are not specifically defined in this policy have the meaning normally attributed to them.

**8.9 Rights of Third Parties**

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than an **Insured**, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**8.10 Governing Law**

This policy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Greece.

**8.11 Disputes**

Except as otherwise specifically provided in this policy, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) which cannot be resolved by agreement within 30 days, may be referred to binding arbitration by either party, upon giving 7 days’ notice to the other, in the London Court of International Arbitration (LCIA), whose rules shall be deemed incorporated by reference to this Section 8.11 (Disputes), and the cost shall be borne equally between the **Insured**and **Insurer***.*

**8.12** **Taxes, stamp duties, etc.**

All legal charges (policy charges or otherwise), stamp duties and turnover taxes on either premiums or **claims** including public notary fees and charges on indemnification or other settlements shall be borne, according to the present policy, by the **insured** or by the collecting third party.

**APPENDIX A**

**Definitions applying to Extension 3.6 Company Crisis Loss**

The following definitions apply to Extension 3.6 (Company Crisis Loss)only and shall form part of Section 5- Definitions of the policy.

(i) **Crisis** means:

1. a **Delisting Crisis**; and
2. one of the following events which, in the good faith opinion of the Chief Financial Officer of the **Company** did cause or is reasonably likely to cause a **Material Effect on the Company’s Common Stock Price**:
3. Negative earning or sales announcement

The public announcement of the **Company’s** past or future earnings or sales, which is substantially less favourable than any of the following: (i) the **Company’s** prior year's earnings or sales for the same period; (ii) the **Company’s** prior public statements or projections regarding earnings or sales for such period; or (iii) an outside securities analyst's published estimate of the **Company’s** earnings or sales.

1. Loss of a patent, trademark or copyright or major customer or contract

The public announcement of an unforeseen loss of: (i) the **Company’s** intellectual property rights for a patent, trademark or copyright, other than by expiration; (ii) a major customer or client of the **Company**; or (iii) a major contract with the **Company**.

1. Product recall or delay

The public announcement of the recall of a major product of the **Company** or the unforeseen delay in the production of a major product of the **Company**.

1. Mass tort

The public announcement or accusation that the **Company** has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.

1. Employee layoffs or loss of key directors or officers

The public announcement of layoffs of employees of the **Company**. The death or resignation of one or more key **Directors or Officers**, trustees or governors, or the General Counsel and/or Risk Manager; of the **Policyholder**.

1. Elimination or suspension of dividend

The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the **Company**.

1. Write-off of assets

The public announcement that the **Company** intends to write off a material amount of its assets.

1. Debt restructuring or default

The public announcement that the **Company** has defaulted or intends to default on its debt or intends to engage in a debt restructuring.

1. Bankruptcy

The public announcement that the **Company** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Company**; or that bankruptcy proceedings are imminent, whether voluntary or involuntary.

1. Governmental or regulatory litigation

The public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against the **Company**.

1. Unsolicited takeover bid

An unsolicited written offer or bid by any person or entity other than an **Insured** or any affiliate of any **Insured**, whether publicly announced or privately made to a **Director or Officer** of a **Company**, to effect a **Transaction** of the **Policyholder**.

A **Crisis** shall first arise when the **Company** or any of its **Directors or Officers**, or governors or the General Counsel and/or Risk Manager of the **Company** shall first become aware of such **Crisis**. A **Crisis** shall conclude once the **Crisis Firm** advises the **Company** that such **Crisis** no longer exists or when the Sub-Limit of liability for Extension 3.6 (Company Crisis Loss) has been exhausted.

1. **Crisis Loss** means: In accordance with Extension 3.6 (Company Crisis Loss), the following amounts incurred, with the **Insurer’s** prior written consent, during a **Crisis** for which the **Company** is legally liable:
2. the reasonable and necessary fees, costs and expenses of a **Crisis Firm** or, with respect to a **Delisting Crisis** only, legal counsel retained with the **Insurer’s** prior written consent, in the performance of **Crisis Services** for the **Company**;
3. the reasonable and necessary fees, costs and expenses incurred in the printing, advertising or mailing of materials; and
4. travel costs incurred by **Insured Persons** of the **Company** or of the **Crisis Firm** arising from or in connection with the **Crisis**.
5. Crisis Services

services performed by:

1. a **Crisis Firm**; and
2. solely with respect to a **Delisting Crisis**, shall include any legal services performed by legal counsel,

in advising a **Company** on minimising potential harm to such **Company** from the **Crisis** (including but not limited to restoring investor confidence in the **Company**).

1. Delisting Crisis

written notice to the **Company** that such **Company’s Securities** will be or have been delisted from an **Exchange** at the initiation of such **Exchange**.

**Exchange** means a publicly regulated stock exchange.

1. **Material Effect****on the Company’s Common Stock Price** means, within a period of 24 hours, that the price per share of the **Company’s**common stock shall decrease by 15% net of the percentage change in the Standard & Poor's Composite Index.

SPECIAL TERMS

**TERRITORY RESTRICTION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

1. entity organized, headquartered, incorporated, registered or established in a **Specified Area**; or
2. natural person resident or located in a **Specified Area**; or
3. claim, action, suit or proceeding brought or maintained in a **Specified Area**; or
4. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any computer system, data, money or securities located in a **Specified Area**.

For purposes of this endorsement, **“Specified Area”** means:

1. The Republic of Belarus; or
2. 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.

All other terms, exclusions and conditions of this policy remain unaltered.

**Prior Claims and Circumstances Exclusion (25/06/2012)**

It is hereby understood and agreed that this policy only provides cover for loss arising from claims for wrongful acts occurring on or after :

25/06/2012for all Covers up to €25.000.000 Limit of Liability and prior to the end of the policy period and otherwise covered by this policy.

All other terms, exclusions and conditions of this policy remain unaltered.

**Professional INDEMNITY EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim made against any insured alleging, arising out of, based upon or attributable to the company’s, any outside entity’s or any insured’s performance of or failure to perform professional services, or any act(s), error(s) or omission(s) relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any claim brought by any securities holder of the company, in his/her capacity as such, in the form of a shareholder direct, derivative or class action, alleging a failure to supervise those who performed or failed to perform such professional services.

All other terms, exclusions and conditions of this policy remain unaltered.

**IPO Exclusion**

**EXCLUSION EFFECTIVE UPON AN INITIAL PUBLIC OFFERING OF EQUITY SECURITIES (With 30 day reporting provision)**

In consideration of the premium charged, it is hereby understood and agreed that the **insurer** shall not be liable to make any payment for **loss** in connection with any **claim or claims** made against the **Insured** (including but not limited to claims brought by any governmental or regulatory entity or any equity security holder, whether directly, derivatively or by class action, or by any other claimant) whether under federal, state or foreign, statutory, regulatory or common law, if such **claim**: (1) alleges, arises out of, is based upon or is attributable to the purchase or sale, or offer or solicitation of an offer to purchase or sell, any equity **security** of the **company** AND (2) is brought on or after the effective time of a purchase or sale, or an offer or solicitation of an offer to purchase or sell, any equity **securities** of the **company** by on or on the behalf of the **company**, in an INITIAL PUBLIC OFFERING OF EQUITY SECURITIES, (hereinafter an OFFERING OF EQUITY SECURITIES).

This exclusion shall apply, but not be limited to, any such **claim** which alleges, arises out of, is based upon or is attributable to any **claim** arising out of any alleged misrepresentations or non-disclosures in any written or oral statement, including but not limited to any Registration Statement, prospectus, offering circular, or other document or statement relating to the OFFERING OF EQUITY SECURITIES, as well as any failure to file any document required to be filed with the Securities and Exchange Commission or other regulator.

It is further understood and agreed that the **insurer** shall not be liable to make any payment for **loss** in connection with any **claim** or **claims** made against the **insureds** brought by an equity **security** holder of the **company** on or after the effective time of an OFFERING OF EQUITY SECURITIES, regardless of whether the **securities** held by such equity **security** holder were purchased in such OFFERING OF EQUITY SECURITIES,

are traceable to the OFFERING OF EQUITY SECURITIES or were purchased in the open market subsequent to the OFFERING OF EQUITY SECURITIES.

Notwithstanding the foregoing, however, this endorsement shall not apply:

(1) to any **claim** brought by a **security** holder of the **company** with regard to **securities** purchased or held by such **security** holder prior to the effective time of the OFFERING OF EQUITY SECURITIES; or

(2) in the event that within thirty days prior to the effective time of an OFFERING OF EQUITY SECURITIES: the **company** gives written notice thereof together with all particular and underwriting information relating thereto; the **insurer** agrees, in its discretion, to grant coverage subject to such terms, conditions and additional premium as it may require; and the **company** accepts such terms, conditions and additional premium. Such coverage is also subject to the **company** paying when due any such additional premium.

All other terms, exclusions and conditions of this policy remain unaltered.

**Deletion of Extension 3.1 New Subsidiary**

It is hereby understood and agreed that the Extension 3.1 New Subsidiary is deleted in it`s entirety.

All other terms, exclusions and conditions of this policy remain unaltered.

**Amendment Of Definition 5.5. Company**

It is hereby understood and agreed that the Definition **5.5 Company** is deleted in it`s entirety and replaced by the following:

5.5. Company

(i) **the Policyholder** specified in the Schedule of the policy.

All other terms, exclusions and conditions of this policy remain unaltered.

**EMPLOYED LAWYERS EXTENSION**

The definition of **Insured Person** is amended to include employed lawyers.

For the purposes of this endorsement employed lawyer means any person admitted to practice law in the relevant jurisdictions in which the **Company** operates, who was, is, or during the policy period becomes employed by the **Company** as a full-time and salaried lawyer in that **Company**.

However, the **insurer** shall not be liable to make any payment under this extension arising out of, based upon, or attributable to legal or professional malpractice of any employed lawyer, including but not limited to the rendering, or failure to render legal or professional service or advice to others for a fee.

All other terms, exclusions and conditions of this policy remain unaltered.

**Amendment of 3.2 Discovery Period**

It is hereby understood and agreed that 3.2 Discovery Period is applied as below,

Unless a Transaction occurs, the Policyholder shall be entitled to a Discovery Period: 6 years at Nil additional premium in effect at the expiry of the policy period if this policy is not renewed or replaced. If a Transaction occurs, the Policyholder shall be entitled to a 72-month Discovery Period on such terms and conditions and for such additional premium as the Insurer may reasonably decide. A Discovery Period under this Extension 3.2 (Discovery Period) is non-cancellable.

All other terms, exclusions and conditions of this policy remain unaltered.

**Amendment of** **5.3 Bail Bond and Civil Bond Premium**

It is hereby understood and agreed that 5.3 Bail Bond and Civil Bond Premium is applied as below,

the reasonable and necessary premium or expenses (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.

All other terms, exclusions and conditions of this policy remain unaltered.

**Amendment of** **8.12 Taxes, stamp duties, etc.**

It is hereby understood and agreed that 8.12 Taxes, stamp duties, etc. is applied as below,

All legal charges (policy charges or otherwise), stamp duties and turnover taxes (where applicable) on either premiums or **claims** including charges on indemnification or other settlements shall be borne, according to the present policy, by the **insured** or by the collecting third party.

All other terms, exclusions and conditions of this policy remain unaltered.

**Amendment of 5.37 Non Indemnifiable loss**

It is hereby understood and agreed that 5.37 Non Indemnifiable loss is applied as below,

**Loss** which a **Company** has not indemnified an **Insured Person** and is not permitted or required or is unable to indemnify such **Insured Person** pursuant to law or contract or the Articles of Association, charter, bylaws, operating agreement, indemnity deeds or similar documents of a **Company**.

All other terms, exclusions and conditions of this policy remain unaltered.

**Specific Matters Exclusion**

It is hereby understood and agreed that the **insurer** shall not be liable to make any payment for **loss** in connection with any **claim** made against the **insured** arising out of, based upon or attributable to the signed Proposal Form at 17/07/2012, concerning the:

* Claim against Mr. Panagioti Nikolaou
* Claim against Mr. Dimitrio Drouga
* Claim raised from Patcraft Inc. and the rest

All other terms, exclusions and conditions of this policy remain unaltered.

**Claims Control Clause**

It is hereby understood and agreed that

Notwithstanding anything contained in the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

1. The insured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the insurer thereof immediately and in any event not later than 14 working days;
2. The insured shall furnish insurer with all information respecting any claim or claims;
3. The insurer shall have the right, via the Intermediary, at any time to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments and settlements in connection with such claim or claims.
4. The insured agrees not to make any settlement of offer any settlement without the insurer’s prior written consent, which will not be unreasonably withheld.

5-years Claims history

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Α/Α** | **Date of loss** | **Position of Director/Officer** | **Claimant** | **Kind of Liability** | **Status** |
| 1 | 21/3/2019 | Ex President of Board & Ex CEO & Ex Executive Officer | Lessee (S.A) + Physical Person, acting as Shareholder and Guarantor | Alleged violation of Art. 390 par. 1 of Penal Code in conjuction with art. 1 of Law Decree 1608/1950 + art. 390 par. 2-1 Penal Code | pending |
| 2 | 3/4/2019 | 4 ex CEOs & 1 ex President of the Board & 7 ex Members of the Board & ex Head of Legal Dept | Body of Public Administration Inspectors | Alleged violation of art. 256 Penal Code in conjuction with art. 1 of Law Decree 1608/1950 & Art. 390 Penal Code | pending |
| 3 | 3/4/2019 | Members of the Board | Urban Office | Hearing for infidelity accusitions | pending |
| 4 | 15/7/2019 | Ex CEO | Legal Firm & Physical Person as partner | Alleged Violation of art. 57, 919, 920 and 932 of Civil Code in conjuction with art. 361-363 Penal Code | pending |
| 5 | 1/11/2019 | Ex CEO | Urban Office | Alleged violation of Specific Urban Legislation | pending |
| 6 | 8/11/2019 | Ex CEO | Lessee (S.A) + Physical Person, acting as Shareholder and Guarantor | Alleged Violation of art. 57, 919, 920 of Civil Code in conjuction with art. 361-363 Penal Code | pending |
| 7 | 21/5/2020 | Ex CEO | Urban Office | Alleged violation of Specific Urban Legislation | pending |
| 8 | 17/6/2020 | CEO and Ex CEO | Law firm | Alleged breach of agreement | pending |
| 9 | 16/9/2020 | Ex CEO | Physical Person (ex Employee) | Alleged Violation of art. 28 of Law Decree 3996/2011 | pending |
| 10 | 17/12/2020 | Ex CEO & Ex 4 Members of the Board | Lessee (S.A) + Physical Person, acting as Shareholder and Guarantor | Alleged Violation of art. 229 par. 1 of Penal Code | pending |
| 11 | 3/3/2021 | CEO | Insurance broker | Alleged breach of agreement | pending |
| 12 | 15/3/2021 | Ex CEO | Urban Office | Alleged violation of Specific Urban Legislation | pending |

Ιστορικά στοιχεία Κύκλου Εργασιών

2019 : €50.9 εκ.

Τζίρος 2020 : €36.9 εκ.

Τζίρος 2021: €37.4 εκ.

Τζίρος 2022: €48.5 εκ.