

THIS POLICY SETS OUT THE TERMS UPON WHICH THE **INSURER** AGREES TO INSURE THE **INSURED** IN CONSIDERATION OF THE PAYMENT OF, OR AGREEMENT TO PAY, THE PREMIUM STATED IN THE SCHEDULE. THE INSURING CLAUSES AND COVERAGE EXTENSIONS ARE SUBJECT TO ALL TERMS, CONDITIONS, RESTRICTIONS AND LIMITATIONS OF THIS POLICY.

#### **A. INSURING CLAUSES**

1. *Insured persons*

The **insurer** will pay on behalf of the **insured persons** any **loss** not indemnified by the **company** resulting from a **claim** first made against the **insured persons** during the **policy period**.

2. *Company reimbursement*

The **insurer** will reimburse or pay on behalf of the **company** any **loss** which the **company** has paid, or agreed to pay, as indemnification of an **insured person** resulting from a **claim** first made against such **insured person** during the **policy period**.

3. *Company securities claims*

The **insurer** will pay the **company** for any **loss** resulting from any **claim** first made against the **company** during the **policy period**.

#### **B. COVERAGE EXTENSIONS**

1. *Regulatory extensions*

*(a) Regulatory costs*

The **insurer** will pay **regulatory costs** of an **insured**.

*(b) Internal investigation costs*

The **insurer** will pay **internal investigation costs** of an **insured person**.

2. Insured persons extensions

The **insurer** will pay:

- (a) **access to policy costs;**
- (b) **circumstance investigative costs;**
- (c) **data breach costs;**
- (d) **environmental liability costs;**
- (e) **extradition costs;**
- (f) **foreign jurisdiction liberalisation loss;**
- (g) **freezing of assets and disqualification costs;**
- (h) **health and safety claim costs;**
- (i) **insolvency hearing costs;**
- (j) **mitigation costs;**
- (k) **reputation costs;**

of an **insured person**.

3. Company extensions

The **insurer** will pay:

- (a) **books and records costs;**
- (b) **derivative demands costs;**
- (c) **global Dutch securities settlement advice costs;**

of the **company**.

## C. COVERAGE RESTRICTIONS

The **insurer** will not be liable to make any payment under this policy for that part of any **loss**:

### 1. Bodily injury or property damage

resulting from any **claim** for actual or alleged bodily injury, sickness, disease or death of any person, or any damage to, destruction, impairment or loss of use of any tangible property.

This Coverage Restriction will not apply to:

- (a) any **claim** alleging mental anguish or emotional distress;
- (b) Insuring Clause A.1. (Insured persons); or
- (c) **health and safety claim costs** or **environmental liability costs**.

### 2. Prior claims, insured events and circumstances

arising out of, based upon or attributable to:

- (a) any **claim, insured event**, circumstance or **wrongful act** of which notice has been given and accepted under any policy in relation to which this policy is a renewal or replacement or any matter which taken together with such **claim, insured event**, circumstance or **wrongful act** would constitute a **single event**; or
- (b) any prior or pending litigation, arbitration, administrative or regulatory proceeding which was brought against an **insured** prior to the **pending and prior litigation date**.

### 3. Conduct

brought about or contributed to by any:

- (a) deliberately dishonest act or omission of any **insured**; or
- (b) profit or advantage gained by any **insured** to which such **insured** is not legally entitled;

as established by a final and non-appealable adjudication in the underlying proceeding, or formal written admission by such **insured**.

To the extent permitted by law, this Coverage Restriction 3(b) will not apply to allegations in a **claim** against any **insured person** under Section 11 and/or 12 of the Securities Act of 1933 (U.S.A.), as amended, arising out of an initial or subsequent public offering of the **company's securities** (including alleged violations of Section 11 and/or 12 of the Securities Act of 1933 by a Controlling Person pursuant to Section 15 of the Securities Act of 1933).

4. Company v insured (US)

arising out of any **claim** brought by, on behalf of, or at the direction of the **company**, or an **outside entity**, in the United States of America, its territories or possessions, except and to the extent such **claim**:

- (a) is brought derivatively by a security holder of the **company** or an **outside entity** who, when such **claim** is made and maintained, is acting independently of, and without the solicitation, assistance, participation or intervention of an **insured person** (other than an **insured person** engaged in whistleblowing), the **company** or any **outside entity**, or
- (b) is brought by receiver, liquidator (including provisional liquidator), administrator, judicial manager or other person holding equivalent office of the **company** or an **outside entity**, or any assignee of such person.

This Coverage Restriction will not apply to **defence costs**.

For the purpose of determining the applicability of these Coverage Restrictions, the knowledge or act, error or omission of any **insured person** will not be imputed to any other **insured person**. The knowledge of each **responsible person** will be imputed to all **companies**.

**D. CLAIM PROVISIONS**

1. Notification

*(a) Claims and insured events*

The **insured** must give notice to the **insurer** of any:

- (i) **claim** made against the **insured** during the **policy period**; or
- (ii) **insured event** occurring during the **policy period**,

as soon as practicable after the **responsible person** first becomes aware of such **claim** or **insured event** but in no event later than 60 days after the end of the **policy period**, or within any applicable **discovery period**.

In the event that the **insured** is prevented from notifying any **claim** or **insured event** to the **insurer** (after the **insured** has sought consent to do so) due to any legal or regulatory prohibition restricting them from doing so, the **insured** must provide full details of the **claim** or **insured event** to the **insurer** as soon as such restriction is lifted.

If the **insured** does not give notice to the **insurer** in compliance with this provision D.1(a) *Claims and insured events*, the **insurer** will have no liability under this policy in respect of that **claim** or **insured event**.