

**SPECIAL INSURANCE CONDITIONS  
FOR THE DIRECTORS' AND OFFICERS' INSURANCE / D&O  
(ZPP DO 02/2019)**

**Article 1. INTRODUCTORY PROVISIONS**

These Special Insurance Conditions together with the Insurance Contract, General Insurance Conditions for Liability Insurance and, if appropriate, the Supplementary Insurance Conditions constitute one integral whole.

**Article 2. INSURED EVENT**

For the purposes of these Special Insurance Conditions, an Insured Event means an event consisting in the occurrence of damage or loss, if all the following conditions are met concurrently:

- a) The loss was caused due to the **violation of obligation**:
  - **By the insured person** in association with the performance of the function of the respective **insured person** in the **company**;
  - **By the company** in case of a **claim associated with securities**;
- b) **The claim** was first lodged in writing towards the **insured** during the **period of insurance** or the **extended reporting period**, if negotiated;
- c) As of the **continuity date**, the **insured** did not and could not know about any **violation of obligation**, on the basis of which a **claim** could be lodged, or which could be in any way associated with such **claim**;
- d) The lodging of a claim was reported to the insurer within 90 days after the expiry of the **period of insurance** or during the **extended reporting period**, if negotiated;
- e) The obligation of the **insurer** to provide insurance benefits is bound to the **claim**.

**Article 3. BASIC SCOPE OF INSURANCE**

- 1) In case of an occurrence of an insurance event, the **insurer** settles a loss incurred on behalf of the **insured person**, such loss being caused by the **insured person** in performing the function in terms of Article 2, subparagraph a) above, which it is obliged to compensate pursuant to legal regulations, including the following:
  - a) Liability of the **insured person** within the scope of Section 66 and Section 68 of the Act on Business Corporations, and of Section 159, Subsection 3 of the Civil Code;
  - b) Rendering the profit of the **insured person** within the scope of Section 62 of the Act on Business Corporations;
  - c) Damage caused by violating the rights to the protection of dignity, reputability, honour or privacy of a person;
  - d) Increased, penalty and exemplarily damages of loss on the basis of a court decision or a decision of another body entitled to decide disputes outside the USA and Canada, including the territories thereof, which are subject to the jurisdiction of the USA or Canada, yet only if the respective legal regulations allow for the insurance of such compensations of loss, and if they are not in the form of a tax, a penalty or a similar sanction.

The **insurer** shall only settle the loss caused by the **insured person** within the scope in which such damage was not compensated to the **insured person** in association with this **claim** by the **company**.

- 2) If the **company** provides compensation of a loss to the **insured person**, or to the injured on behalf of the insured person in association with the **claim** to which the insurance is related according to paragraph 1) above (assuming this is allowed by the respective legal order), then the right to insurance benefits is transferred onto the **company** within the scope of the amount corresponding to the compensated loss.
- 3) In case of an insurance event, the **insurer** shall compensate the loss, which the **company** is obliged to settle in association with **claims regarding securities**, on behalf of the **company**.

#### Article 4. EXTENDING THE SCOPE OF INSURANCE

##### 1) Penalties and sanctions

The insurance also applies to fines, penalties or sanctions other than of the criminal-legal nature, which the **insured person** is obliged to settle to a **public administration body** on the basis of a **claim**. The insurance does not apply to cases when the pledge to settle the fine, penalty or sanction cannot be insured according to the respective legal regulations, and it also does not apply to cases when the insured person violated its obligation on purpose. Compensations of such costs are limited by the sublimit stated in the insurance contract.

##### 2) New **subsidiary company**

The insurance also applies to all the subjects over which the **policy holder** acquired **control** during the **period of insurance**, directly or indirectly through one or more of his **subsidiaries**, but only if the assets of such a subject as of the acquisition date do not exceed the value of 25 % of the overall consolidated assets of the **policy holder**.

##### 3) **External company**

Deviating from Article 2, subparagraph a), the insurance also applies to compensations of a loss within the scope according to Article 3, paragraph 1), which the **insured person** caused in performing the function or in performing any of the functions listed in Article 2, subparagraph a) above in an **external company**. However, the insurance does not apply to cases when the loss can be compensated from another insurance, or if the loss was compensated for by an **external company** or the **company**.

##### 4) **Extended reporting period**

If the insurance expired for a reason other than the failure to pay insurance premiums or the violation of obligations ensuing from the insurance contract by the **insured**, if the insured didn't arrange a similar insurance with the **insurer** or any other subject following such expiry, and if there was no **transaction**, the **insurer** shall provide an **extended reporting period** to the **policy holder**.

- a) Automatically, for a period of 12 months which starts as of the day following after the day on which the insurance in terms of this paragraph 4 expired; or
- b) For a period to be negotiated in the insurance contract, if the **policy holder** asks for it in writing and settles the additional premiums stated in the insurance contract no later than within 30 days after the expiry of the **period of insurance**;

The **extended reporting period** within the scope of subparagraph b) above starts as of the day following after the expiry of the **period of insurance**, but no sooner than as of the day following after the delivery of the **policy holder's** application for the negotiation thereof.

In case an insolvency court issued a decision regarding the bankruptcy of the **company**, or regarding the company initiating dissolution proceedings or the appointment of an administrator, liquidator or

forced administrator of the **company**, the **policy holder** shall only be entitled to be granted the **extended reporting period** within the scope of subparagraph a) above, unless negotiated otherwise with the **insurer**.

5) Unlimited extended reporting period for former **insured persons**

In case of the expiry of the insurance contract, the **insurer** shall provide an unlimited **extended reporting period** to every **insured person** who stopped performing his/her function during the **period of insurance**. However, the **extended reporting period** shall not be granted in the following cases:

- a) The termination of performing the function of the **insured person** was caused by the **transaction** or the bankruptcy of the **company**;
- b) The insurance contract shall be renewed or replaced by another insurance (also with another insurer), which provides insurance coverage for these former **insured persons**.

6) Additional limit for the non-executive **directors and officers**

If a **claim** is lodged against a non-executive **directors and officers** in a situation when the limit of the insurance benefits has been spent, the **insurer** shall provide an additional limit to the non-executive **directors and officers** in association with such **claim**, in an amount specified in the insurance contract, but only under the condition of spending the insurance benefit limit according to this insurance agreement and spending all other insurances or other possible indemnifications that apply to the given **claim**.

This additional limit is the maximum possible aggregated limit of insurance benefits, which the **insurer** shall provide, regardless the number of lodged **claims**, the non-executive **directors and officers**, and the instances of **violating the obligations**.

Any **director and officer**, who only carries out non-executive, controlling function (the so-called “Non-Executive Director”) according to the respective legal order, and at the same time he is not the **company** employee, shall be considered as the non-executive **director and officer**.

## Article 5. INSURANCE OF COSTS

In case of a **claim** associated with insurance according to Article 3 of these special insurance conditions, the **insurer** shall also settle the costs listed further in this Article, except for the costs of wages, salaries or other remunerations of the **insured person**, the costs of his time or other personnel or other operational costs of the **company**. The **insurer** is only obliged to settle the insured costs he approved in writing in advance, whereas such an approval cannot be denied without reason.

1) Defence costs

These costs are reasonable and necessary legal costs, fees and expenses for the representation of the **insured**, expended by the **insured** for the investigation, defence, settlement or appeal in association with lodging the claim, the proceedings to limit property rights and personal freedoms, or the proceedings to extradite a person. The defence costs also include the fees, costs and expenses of the **insured**, expended by the **insured** for experts listed in the list of experts and expert institutions, professional advisors or specialists authorized to elaborate evaluations, reports, opinions, diagnoses, or the disproval of evidence in the lodged **claim**, the proceedings to limit property rights and personal freedoms or the proceedings to extradite a person.

2) The costs of **investigating a claim**

These costs are reasonable and necessary costs, fees and expenses expended by the **insured person** exclusively in association with the **investigation of the claim**, in no way including the costs of finding out and searching for documents, records or electronic information of the **company** or any other third party.

3) The costs prior to the **claim**

These costs are reasonable and necessary costs, fees and expenses expended by the **insured person** exclusively in association with an impending **claim**, especially to **investigate**, represent the **insured** and for an expert listed in the list of experts and expert institutions, professional advisors or specialists. The settlement of these costs is limited by the sublimit stated in the insurance contract.

4) The costs of monetary guarantee in court proceedings

These costs are reasonable and necessary costs, fees and expenses to provide for monetary guarantee (but not the monetary guarantee as such) or another financial tool to secure any eventual collateral of the **insured person** in an amount required by the respective court. Compensation of these costs is limited by the sublimit stated in the insurance contract.

5) The costs of mitigating damages

These costs are reasonable and necessary costs, including the payment to the potential damaged party, the aim of which is to minimize the risk of lodging a **claim**, or the extent thereof, has it already been lodged. These costs are only covered by the **insurer** under the condition that they may really reduce:

- a) The probability of lodging a **claim**, which would result in a civil liability of the **insured** towards the damaged party;
- b) The final extent of civil liability of the **insured** in association with the **claim** lodged against the insured.

Compensation of these costs is limited by the sublimit stated in the insurance contract.

6) The costs of renewing good reputation

These costs are reasonable and necessary costs, fees and expenses expended for advisors in the area of public relations, the services of whom the **insured person** used directly to mitigate the negative effect or possibly negative effect of the **claim** on its good reputation. These costs are namely used to spread information on the results of the court proceedings dealing with the **claim** and to purify the name and renew the good reputation of the **insured person**. Compensation of these costs is limited by the sublimit stated in the insurance contract.

7) Personal costs

These costs are personal costs and costs expended by the family members of the **insured person** and/or persons close to him, charges and expenses, which the **insured person** can no longer pay due to the decision of the **public administration body** regarding exclusively the **claim**, yet only for the period starting on the day such decision takes legal force and ending on the day it is abolished, however, not later than 12 months, upon meeting both the conditions below:

- a) All these personal costs and expenses expended by the family members of the insured person and/or persons close to him are settled on the basis of contracts or orders entered into prior to the issue of such decision of the **public administration body** (this does not apply to the necessary expenses for food, medicines, or event. other necessities);
- b) **The insured person** demonstrably spent all his financial means and the financial means belonging to the family members of the insured person and/or persons close to him, unaffected by the decision of the **public administration body**.

Among the personal costs, there are also the costs of a passenger vehicle and the costs of the necessary medical care (e.g. a psychologist or a psychotherapist in case of a stress disease induced by the **claim**). Compensation of personal costs is limited by the sublimit stated in the insurance contract.

8) Urgent costs

In case there are justified reasons preventing the acquirement of the **insurer's** approval with the costs of defence or the costs of **investigating the claim** in advance, and in case such costs have already been expended, the insurer shall provide his approval for such costs retroactively up to the sublimit stated in the insurance contract. The **insurer** shall not refuse to grant his approval according to the previous sentence without justification.

#### Article 6. TERRITORIAL SCOPE OF INSURANCE

Unless otherwise provided in the insurance contract, the insurance covers insurance events occurring throughout the world, unless contradicting any legal regulations.

#### Article 7. EXCLUSIONS

- 1) The insurance does not apply to any **claims**, damages or losses and costs and expenses associated therewith regarding or ensuing from the following:
  - a) Bodily injury and property damage, but with the exception of defence costs in association with bodily injury and property damage or mental hardships associated with the **violation of the labour-law obligations**;
  - b) Fraudulent conduct, wilfulness or maliciousness, intentional violation of legal regulations, embezzlement or criminal activities;
  - c) Acquiring or accepting any profit, compensation, remuneration, director's fees or advantages or other performances the **insured** was not entitled to get;
  - d) Insured versus insured **claims** raised in the United States or territories thereof;
  - e) Obligation of the **insured person** or the **company** to settle the taxes, fees, charges, public insurance and other legally determined monetary performances, monetary sanctions imposed within the framework of the criminal proceedings, contractual penalties or other contractual sanctions (this exclusion doesn't apply to a transferred **claim** related to a contractual penalty/sanction);
  - f) War (also undeclared), war or hostile operations, armed conflicts, civil war, civil commotions, strike, invasion, mutiny, uprising, military coup, revolution, declaration of martial law, terrorism or in association with the act of state or official power;
  - g) Confiscation, assuming control or forfeiture by the **public administration body**;
  - h) Ionizing or radioactive radiation or contamination, direct or indirect impact of nuclear energy;
  - i) Any direct or indirect pollution or contamination of the environment, including soaking or other slow-impact influences, yet except for the costs of defence according to Article 5, paragraph 1) of these special insurance conditions in **claims** applied within the territory of the European Union (EU) member states and pursuant to the legal orders thereof;
  - j) Chemical, biological, biochemical and electromagnetic weapons;
  - k) Losses ensuing directly or indirectly from the public offer of any type of the company's own **securities** (IPO) or its **subsidiaries** or **external companies** during the **period of insurance**;
  - l) Acquiring or accepting the obligation to compensate for damages or other losses outside the framework determined by legal regulations or outside the framework of the negotiated limitation of damages or losses between the **insured** and the damaged party;

- m) Any **violation of obligations** which was or should have been known to the **insured** prior to the **continuity date** and any **claims** which were not lodged in writing against the **insured** for the first time during the **period of insurance** or the **extended reporting period**, if negotiated;
- n) Direct or indirect **violation of obligations** which occurred:
  - i) After the date of **transaction**; or
  - ii) After the decision of the insolvency court regarding the company bankruptcy or regarding the liquidation of the company, or after appointing the administrator, liquidator or trustee of the **company**; or
  - iii) Prior to the date of acquisition of a **subsidiary** (yet only in relation to the **violation of obligations of the body members** and authorized signatories of this **subsidiary**); or
  - iv) Upon the expiry of the **period of insurance**.
- 2) Further on, the insurance does not apply to any **claims**, damages or losses and costs and expenses associated therewith if the **company**, the **subsidiary**, or the **external company**:
  - a) Has its own **securities** registered at the stock exchange or at another organized **securities** market;
  - b) Has **securities** in any relation whatsoever to the United States of America, including the territories under its administration;
  - c) Has its registered office, branch or representation and provides its services in the United States of America or Canada, including the territories under its administration;
  - d) Is a **financial institution**.
- 3) **The insurer** is not obliged to provide insurance benefits if the right to insurance benefits arranged for in another insurance contract was or might have been lodged in association with an insurance event according to this insurance, or if such insurance contract should have been arranged (mandatory insurance). **The insurer** shall only provide insurance benefits from this insurance within the scope exceeding the insurance benefits from this other insurance, or eventually within the scope of risks not covered by this other insurance.
- 4) **The insurer** shall be not deemed to provide cover and shall be not liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 5) If there is a single exclusion included in the insurance by means of additional insurance conditions or by means of another agreement, the validity of other exclusions remains unaffected. Further exclusions can be arranged for in the insurance contract.

## Article 8. DEFINITION OF TERMS

The terms below and the terms written in bold have specific meaning defined below, which shall apply for the entire wording of these insurance conditions, as well as for the insurance contract. Words that are not defined below have their usual meaning.

Descriptions in titles and headings only serve orientation purposes and no further meaning shall be assigned to them.

*Insurer: ArgoGlobal SE, Aragon House, Dragonara Road, St Julian's, STJ 3140, Malta, registration No - SE 2; the Insurer acts in Czech Republic through CEE Specialty s.r.o., Francouzská 171/28, Vinohrady, 120 00 Prague 2, Id.No.: 079 47 208, registered under C 310327 at the Municipal Court in Prague*

1) **Securities**

Securities are any issued property and debt securities issued by the **company**, including shares, bonds, promissory notes or ADR (American deposit certificates).

2) **Directors and officer**

Director and officer is every member of a statutory, supervisory or other body of the **company**.

3) **Continuity date**

The continuity date is the initiation date of the insurance contract, which is the first insurance contract in an uninterrupted line of insurance contracts regarding the liability insurance of the body and management members entered into between the **insurer** and the **policy holder**. If this is the first insurance contract of the kind, the continuity date is the date of initiation of this insurance contract. The continuity date is stated in the insurance contract.

4) **Subsidiary**

A subsidiary is any company through which the **company** (either directly or indirectly, through one or more of its **subsidiaries**) control the votes necessary for the appointment or removal of a majority of members of the statutory body of such company, and in which the **company** at the same time owns more than a half of votes ensuing from the participation in such company, or it owns more than a half of the share in the registered capital of such company.

5) **External company**

An external company is any subject other than the **company**, in which a natural entity acts in the position of an **insured person** in terms of Article 2, subparagraph a) above, under the direction of the **company**.

6) **Financial institution**

The following are financial institutions:

- a) Companies accepting deposits and providing loans, regardless of the fact whether they are universal, mortgage banks, building societies, savings cooperatives, central or other banks;
- b) Insurance and reinsurance companies;
- c) Investment companies and funds, securities traders or investment brokers (brokers and advisors, asset managers, fund administrators or private equity advisors);
- d) Pension companies and pension funds;
- e) Companies acting in financial infrastructure, such as stock exchanges, clearing and reconciliation systems, depositories and companies carrying out financial administration;
- f) All other providers of similar financial services concerning securities.

7) **Control**

Control means direct and indirect management of decision making and/or other issues by means of controlling the votes necessary for the appointment or removal of a majority of the subject's statutory body members, controlling more than a half of votes ensuing from the participation in the subject by owning more than a half of the share in the subject's registered capital, or by establishing the subject.

8) **Claim**

A claim is any written assertion of a right to receive compensation for losses against the **insured person**, based on the **violation of obligation** in performing the function of the **insured person**, or the initiation of civil, administrative, criminal, arbitrary proceedings or alternative dispute resolution against the **insured person** in connection with the **violation of obligation** in performing the function of the **insured person**.

Related, repeated **claims** of the same nature, or **claims** ensuing from the same **violation of obligation**, or related **violations of obligations**, are considered as a single **claim**. In this case, the date of lodging the **claim** is the date of lodging the first of the **claims**.

#### 9) **Claim regarding securities**

A claim regarding **securities** is a written assertion of the right for the compensation of losses against the **insured**, or the initiation of civil, administrative or criminal proceedings against the **insured** based on the **violation of obligations** ensuing from legal regulations, rules or regulations governing **securities**, if such right was asserted or such proceedings initiated:

- a) By the real or potential owner of the **company securities** in association with the purchase, sale or offered sale of the **company securities**; or
- b) By the owner of the **company securities** in association with this owner's interest in these **securities**; or
- c) By derivation, on behalf of the **company** by the owner or holder of **company security** (the so-called derivative claim of an associate).

Any claim lodged by the **insured** or by the **company** employee, regarding, ensuing from or assignable to the profit from the securities or the failure to achieve the anticipated profit or benefit from the **securities** shall not be considered a **claim regarding securities**.

Related, repeated **claims regarding securities** of the same nature, or **claims regarding securities** ensuing from the same **violation of obligation**, or related **violations of obligations**, are considered as a single **claim regarding securities**. In this case, the date of lodging the **claim regarding securities** is the date of lodging the first of the **claims regarding securities**.

#### 10) **Public administration body**

Public administration body is any state administration or local administration body, including the supervisory and regulatory bodies, police or any enforcement bodies, official trading bodies or other bodies competent to examine the matters of the **insured**.

#### 11) **Insurer**

Insurer means the party specified as insurer in the policy and any other subscribing insurers.

#### 12) **Period of insurance**

Period of insurance is a time period for which the insurance contract was concluded.

#### 13) **Policy holder**

Policy holder is the subject who entered into the insurance contract with the **insurer**.

#### 14) **Insured person**

The following are insured persons:

- a) A natural entity that is, was, or is to become the **director and officer** or the authorized signatory of the **company** during the **period of insurance** (however, the liquidator is not considered to be a **company** body for the purposes of the insurance contract, and the person performing the position of the liquidator is not an **insured person** in relation to the performance of this function);
- b) Heir, legal successor or legal representative or statutory representative of the **director and officer** or authorized signatory in case of his death, incapacity to legal acts, or bankruptcy, yet only in association with the **claim** regarding the **violation of obligations** committed by the **director and officer** or authorized signatory while performing his function pursuant to subpar. a) above;
- c) Husband or wife or registered partner of the **director and officer** or authorized signatory, yet only in association with the **claim** regarding the **violation of obligations** committed by the



**director and officer** or authorized signatory while performing his function pursuant to subpar. a) above;

- d) **Company** employee performing managerial or controlling function;
- e) **Company** employee, if the **claim** has concurrently been lodged against the person stated in subparagraph a) above;
- f) Natural entity acting as a shadow director or a de-facto director of the **company** in terms of the respective legal regulations (e.g. an influential person), except for an expert advisor.

#### 15) **Insured**

The insured is defined as the **insured person** and the **company**, but the **company** is only considered to be insured as far as **claims regarding securities** are concerned.

#### 16) **Violation of obligations**

Violation of obligations means any real or alleged act or omission by which the **insured** violated any obligation in performing his function, including errors or mistakes, stating incorrect data, misleading, abusing confidence, trespassing the authorizations / assignments / mandates, violating the rights to protect human dignity, seriousness, honour and privacy, or **violating labour-law obligations**.

#### 17) **Violation of labour-law obligations**

Violation of labour-law obligations means the violation of the right to equal treatment and discrimination or stalking or harassment at work with an intention to or resulting in the decrease of dignity of a person, or the formation of hostile or derogatory work environment, or invalid termination of employment.

#### 18) **Extended reporting period**

The extended reporting period means the additional time limit during which the **claims** against the insured may be lodged, yet only if they ensue from the **violation of obligations** which occurred prior to the expiry of the **period of insurance**.

#### 19) **Company**

Company means the **policy holder** defined in the insurance contract, including all the **subsidiaries** thereof. **Company** may have the form of a business corporation, cooperative or other legal entity.

#### 20) **Investigation**

Investigation means official investigation, examination, enquiries or clarifications of the **company** matters, carried out by a **public administration body** or the **company** or the statutory or supervisory body thereof, if the **insured** are obliged to participate in it or if it concerns the acts of the **insured** in the **company**. However, investigation does not mean any examinations, investigations, checks, audits or enquiries within the framework of the regular supervisory activities of the supervisory body (including the requests for information) or regular activities of the **company**.

#### 21) **Transaction**

Transaction means:

- a) Merger or another transformation of the **company** pursuant to the Act on Transformations, unless the **company** became a succession company or if all the assets of the **company** or a substantial part thereof were transferred onto another person or subject or group of persons acting in concurrence; or
- b) Acquiring **control** over the **company** by any person or subject or group of persons acting in concurrence.