

DIRECTOR'S & OFFICER'S LIABILITY INSURANCE POLICY SCHEDULE

1.	Issue date:	01 July 2023	
2.	Policy number:	As per current policy	
3.	Insurer:	QBE Europe SA/NV, Belgium, Sweden Branch	
4.	Claims notification:	FAO: Financial Lines Claims QBE Europe SA/NV, Belgium, Sweden Branch Kungsgatan 27 SE-111 56 Stockholm Sweden Or by e-mail: claims-sweden@se.qbe.com	
5.	Policyholder and Insured:	Sparbanker enligt förteckning	
6.	Period of Insurance:	From 01 July 2023 to 30 June 2024 at the policyholder's address (both days included)	
7.	Territory & Legal Actions (6.16)	This policy applies to claims wherever made, based upon acts occurring anywhere in the world	
8.	Limit of Indemnity:	As per current policy any one claim and in the aggregate including costs and expenses	
9.	Additional Limit for Non-Executive Directors (3.1)	SEK 1,000,000 per non-executive director limited to 30% of the Limit of indemnity in the annual aggregate including defence costs and expenses	
10.	Sub-limits of Indemnity:	Section	Sub-limit
		Civil fines and penalties (2.1.6)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Emergency Costs (3.4):	25% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Prosecution Cost (3.5)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Public Relations Expenses (3.6):	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Tax extension (3.7)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Foreign Corrupt practices act (3.8)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Pollution defense costs (4.7)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Pre-Investigation Costs (7.21):	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity

11.	Retention:	Non indemnifiable loss: Nil Indemnifiable loss: SEK 250,000
12.	Continuity date:	As per current policy
13.	General Conditions:	PDOL010511v4 Directors' and Officers' Liability Insurance (Sweden)
14.	Endorsement:	<ol style="list-style-type: none"> 1. When to notify 2. Professional services exclusion 3. Affirmative cyber 4. Russian and Belarussian Exclusion Clause
15.	Special conditions:	<p>The General Conditions are amended by adding:</p> <p>2.1.6 Civil fines and penalties</p> <p>The insurer agrees, subject to the terms, conditions, limitations and exclusions of this policy, to pay on behalf of or indemnify an insured person in respect of his liability for:</p> <p>civil fines and penalties where insurable by the law and regulation applicable to the insurer and to the claim, up to the sub-limit of indemnity specified in the schedule;</p> <p>arising solely from a claim, except to the extent that the company has indemnified the insured person in respect of that claim.</p> <p>3.8 Foreign Corrupt practices act</p> <p>It is hereby understood and agreed that the coverage afforded by this policy is extended to claims made against insured persons for any violation(s) of the Foreign Corrupt Practices Act, 15 USC Sections 78dd-1, 78dd-2 and 78dd-3 as amended by the International Anti-Bribery and Fair Competition Act of 1998, ("Foreign Corrupt Practices Act") of the United States of</p> <p>America and any similar legislation in any other jurisdiction, including but not limited to the UK Bribery Act.</p> <p>It is further understood and agreed that loss shall include fines and penalties assessed against any individual director or officer pursuant to Sec. 78ff(c) (2) or Sec.78dd-2 (g) (2) or Sec-78dd-3 (e) (2) of the Foreign Corrupt Practices Act. This shall specifically include those fines and penalties for which the company is not permitted to indemnify the insured persons to the fullest extent permitted by law.</p> <p>Furthermore, the sub-limit of indemnity specified in the schedule shall be part of and not in addition to the limit of indemnity specified in the schedule and will in no way serve to increase the insurer's limit of indemnity as therein stated.</p>
16.	Extended reporting period	<p><u>Non-renewal (3.3.1 a):</u> 12 months at 75% of latest annual premium 24 months at 125% of latest annual premium 36 months at 175% of latest annual premium</p> <p><u>Former director or officer (3.3.1 b):</u> 6 years at no additional premium</p> <p><u>Insured persons in ceased subsidiaries (3.3.1 c):</u> 6 years at no additional premium</p>
17.	Automatic cover for companies created or acquired (7.23.3):	Total assets maximum 15% of total assets of the company
18.	Broker:	Söderberg & Partners Insurance Consulting AB, 556707–7648
19.	Insurance Company	QBE Europe SA/NV, Filial Sverige Kungsgatan 27, 111 56 Stockholm Telefon: +46 8 587 514 00 Infoqbesweden@se.qbe.com www.qbeurope.com

Endorsement No. 1 - When to Notify

It is hereby noted and agreed that 5.1 When to notify is deleted in its entirety and replaced with the following:

The **Company** or the **Insured Person** shall give the **Insurer** written notice as soon as practicable, but no later than twelve months, after the Chief Executive Officer of the **Insured** or the **Insured person** becomes aware of any **Claim**.

The **insured** may at any time during the **Period of insurance** give the **Insurer** written notice of any circumstances that might reasonably be expected to give rise to a **Claim**.

All other terms, conditions and exclusions of the **Policy** shall remain unchanged.

Endorsement No. 2 – Professional Services Exclusion

This **Policy** does not cover and excludes **Claims** directly or indirectly arising out of the **Company's** or an **Insured Person's** performance of or failure to perform professional services for others for a fee.

Provided however, that the foregoing exclusion shall not be applicable to any **Claim** against **Insured Persons** alleging a failure to supervise those who perform or failed to perform such professional services.

All other terms, conditions and exclusions of the **Policy** remain unchanged.

Endorsement No. 3 – Affirmative Cyber

LMA 5471 Cyber Risks Endorsement

(for attachment to Directors' and Officers' forms)

Loss (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a **Cyber Act** or **Cyber Incident** will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Company** or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Loss (as defined in the Policy to which this endorsement is attached)

All other terms and conditions of the **Policy** shall remain unchanged

Endorsement No. 4 – Russian and Belarussian Exclusion Clause

This Policy excludes the provision of any (re)insurance service, coverage or liability for any claim or benefit, and the (re)insurer shall not be liable for any event, loss, damage or liability which would otherwise be a valid claim under this Policy if such claim, benefit, event, loss, damage or liability has any direct or indirect connection with:

- (i) tangible or intangible assets located and/or used in an Excluded Territory;
- (ii) activity in an Excluded Territory (other than a mere passage through recognised international shipping lanes without scheduled stop in an Excluded Territory);
- (iii) the government or other public authorities of an Excluded Territory, or persons or entities resident, domiciled, located or registered in an Excluded Territory;
- (iv) activities that directly or indirectly involve or benefit the government or other public authorities of an Excluded Territory, or persons or entities resident, domiciled, located or registered in an Excluded Territory; or
- (v) decisions, judgments or awards of any court in an Excluded Territory or other competent body with such jurisdiction.

Entities shall also include any parent company, direct or indirect holding company owned or controlled by the government of an Excluded Territory, or persons or entities resident, domiciled, located or registered in an Excluded Territory.

This exclusion shall not apply to activities carried out, or services provided, in an emergency for the purposes of humanitarian reasons, safety and/or security (subject to any necessary authorisation having been obtained from the competent official authorities).

For the purposes of this clause an “**Excluded Territory**” means each of:

- (i) the Russian Federation and
- (ii) the Republic of Belarus, and
- (iii) their respective territorial waters, contiguous zone, and/or exclusive economic zone (as defined in the United Nations Convention on the Law of the Sea of 10 December 1982 - consolidated version).

All other terms and conditions of the **Policy** shall remain unchanged

Fair processing notice – GDPR

To provide our services as an insurer, **QBE Europe SA/NV, Filial Sverige** will need to collect and use personal information. The types of personal information that we collect and our uses of that personal information will depend on your relationship with us but will include details such as name, address and contact details. If relevant, it will also include sensitive personal information (e.g. data concerning health) and information relating to criminal convictions and offences. The purposes for which we use your personal information will include evaluating insurance applications and providing quotes; providing insurance cover; handling claims; crime and fraud prevention and debt recovery.

We may obtain your personal information from or share it with third parties such as intermediaries, other insurers, reinsurers, loss adjusters, sub-contractors, our affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and register publically available sources and certain administrations and regulatory bodies for the purposes described in our Privacy Notice <https://qbe.se/privacy-policy/>.

Depending on the circumstances, we may transfer personal information outside Sweden and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

In some cases, we may need to process certain types of "sensitive personal information" such as information relating to your health and criminal convictions in order to provide our insurance services and pay claims. Unless another legal ground applies, we will need your consent. Similarly, if you provide us with sensitive personal information relating to a third party you confirm that you have obtained that third party's consent.

You can withdraw your consent at any time by notifying us, but if you do we may no longer be able to provide our insurance services or pay claims which might mean that the policy you are covered by will stop or your claim will not be paid.

You have a right to access and rectify your personal data, and with legitimate reason you have right to restrict and erase data which concerns you. You may at any time request to exercise those rights by contacting us.

You can find out more about our use of personal information and the rights that you have by clicking here <https://qbe.se/privacy-policy/>. You can also request a paper copy of the Privacy Notice by contacting the Data Protection Officer by e-mail: at dpo@uk.qbe.com or in writing to: The Data Protection Officer, QBE European Operations, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. We recommend that you review this Privacy Policy.

If you provide us with personal information relating to a third party you should provide them with a copy of this notice

Complaints

It is the intention of the company to provide a first class service. Your usual Contact person remains your privileged interlocutor. He/she is able to provide you with all the information and explanations, thanks to his already thorough knowledge of your situation.

However, if the answer provided by your interlocutor does not satisfy you and should you wish to make a complaint, you may write, in the first instance, to
Email: Nordics-complaints@qbe.com;
or in writing to the following address: Att: Complaints Officer, Kungsgatan 27, 115 56 Stockholm.

Please make sure to provide the references of the file concerned and any supporting documents. We will acknowledge receipt of your claim within five business days and respond as soon as possible and, at the latest, within two months, unless the complexity of the resolution may warrant a longer processing time. We will inform you if necessary. Deadlines run from the date of receipt of your claim.

If you are not satisfied with the way your complaint regarding QBE has been resolved, and you wish to take the matter further, you have the possibility to lodge your claim with the local district court.