



SCHEDULE

CHUBB INSURANCE COMPANY
OF AUSTRALIA LIMITED
(A.B.N. 69 003 710 647)
A.F.S. Licence No: 239778
Herein called the Company

Item 1. Principal Organisation:

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE WHICH APPLIES ONLY TO 'CLAIMS' FIRST MADE DURING THE 'POLICY PERIOD', OR ANY EXTENDED REPORTING PERIOD.

Item 2. Limits of Liability (inclusive of Defence Costs):

(a) Each **Loss** \$
(b) Each **Policy Period** \$

Pollution Defence Costs

Sub limit: (c) Each **Loss** \$
(d) Each **Policy Period** \$

Pecuniary Penalties

Sub limit: (e) Each **Loss** \$
(f) Each **Policy Period** \$

Dedicated Additional Limit of Liability for
Directors or Officers \$ in the aggregate

Item 3. Deductible Amount:

Insuring Clause 1.A Nil
Insuring Clauses 1.B., 1.C. and 1.D. \$

Item 4. Extended Reporting Period: (a) Nil additional premium for 90 days
(b) 50% of the annual premium for an additional 365 days

Item 5. Pending or Prior Date:

Item 6. Organisation:

Item 7. Endorsement(s) Effective at Inception:



Section No.	INDEX	Page No.
1.	INSURING CLAUSES	
1.A.	Directors and Officers Liability Coverage Insuring Clause 1.A	3
1.B.	Company Reimbursement Coverage Insuring Clause 1.B	3
1.C.	Entity Securities Coverage Insuring Clause 1.C	3
1.D.	Legal Representation Expenses Insuring Clause 1.D	3
2.	EXTENSIONS	
2.A .	Advancement of Defence Costs & Legal Representation Expenses Extension	3
2.B.	Pecuniary Penalties Extension	3
2.C.	Occupational Health & Safety Defence Costs Extension	3
2.D.	Pollution Defence Costs Extension	3
2.E.	Shareholder Pollution Actions Extension	3
2.F.	Dedicated Additional Limit of Liability for Directors and Officers Extension	4
2.G.	Outside Directorship Liability Extension	4
2.H.	Bilateral extended Reporting Period Extension	5
2.I.	Retired Directors and Officers Extension	5
2.J.	Emergency Defence Costs Extension	5
2.K.	Spouses, Heirs & Representatives Extension	5
2.L.	Continuity of Cover Extension	6
3.	DEFINITIONS	6
4.	EXCLUSIONS	11
4.A	Exclusions Applicable to All Insuring Clauses	11
4.B	Exclusions Applicable to Insuring Clause 1.C Only	13
5.	SEVERABILITY – IMPUTATION OF KNOWLEDGE	14
6.	PROPOSAL –SEVERABILITY AND NON AVOIDANCE	14
7.	LIMIT OF LIABILITY AND DEDUCTIBLE	14
8.	PRESUMPTIVE INDEMNIFICATION	15
9.	REPORTING AND NOTICE	15
10.	DEFENCE AND SETTLEMENT	16
11.	ALLOCATION	16
12.	CHANGES IN EXPOSURE	17
12.A	Acquisition or Creation of Another Organisation	17
12.B	Acquisition of Organisation by Another Organisation	18
12.C	Cessation of Subsidiaries	18
13.	PRIORITY OF PAYMENTS	18
14.	PLACEMENT OR OFFERINGS OF SECURITIES	19



In consideration of payment of the premium and subject to the terms and conditions of this Coverage Section, the Company and the **Insured** agree as follows:

1. INSURING CLAUSES

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|--|----|---|
| <i>Directors and Officers Liability Coverage</i> | A. | The Company shall pay, on behalf of each Insured Person, Loss for which the Insured Person is not indemnified by an Organisation on account of any Claim first made during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period . |
| <i>Company Reimbursement Coverage</i> | B. | The Company shall pay, on behalf of an Organisation, Loss for which an Organisation grants indemnification to each Insured Person , as permitted or required by law, on account of any Claim first made during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period . |
| <i>Entity Securities Coverage</i> | C. | The Company shall pay, on behalf of an Organisation, Loss on account of any Claim first made during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period . |
| <i>Legal Representation Expenses</i> | D. | The Company shall pay, on behalf of each Insured Person, Legal Representation Expenses on account of any Formal Investigation commenced during the Policy Period . |

2. EXTENSIONS

- | | | |
|---|----|---|
| Advancement of Defence Costs & Legal Representation Expenses | A. | The Company shall, prior to the final disposition of any Claim , advance Defence Costs or Legal Representation Expenses as provided under this Coverage Section, within thirty (30) days of receipt of an invoice for same from defence counsel.

Any advancement of Defence Costs or Legal Representation Expenses shall be repaid to the Company by the Insureds , severally according to their respective interests, if and to the extent it is determined that such Defence Costs or Legal Representation Expenses are not insured under this Coverage Section. |
| Pecuniary Penalties | B. | Coverage shall extend to Pecuniary Penalties on account of any Claim made against an Insured Person up to the amount of the sub-limit in Item 2 of the Schedule. |
| Occupational Health & Safety Defence Costs | C. | Notwithstanding exclusion 4.A (v), Bodily Injury & Property Damage , coverage shall extend to Defence Costs on account of any Claim made against an Insured Person or Legal Representation Expenses in connection with a violation or breach of an occupational health and safety, including but not limited to any workplace death or industrial manslaughter law anywhere in the world. |
| Pollution Defence Costs | D. | Notwithstanding exclusion 4.A (vi), Pollution , coverage shall extend to Defence Costs on account of any Claim made against an Insured Person in respect of Pollution up to the amount of the sub-limit in Item 2 of the Schedule provided such Claim is brought and maintained entirely outside the U.S.A. |



**Shareholder
Pollution Actions**

- E. Notwithstanding exclusion 4.A (vi), **Pollution**, coverage shall extend to **Loss** on account of any **Claim** made against an **Insured Person** in respect of **Pollution** brought by any shareholder of an **Organisation** in his capacity as such, whether in his own right or on behalf of an **Organisation**, provided that such **Claim** is brought and maintained without the assistance, participation or solicitation by any **Insured**.

**Dedicated Additional
Limit of Liability for
Directors and
Officers**

- F. The Company shall pay, under this Extension only, on behalf of any **Director** or **Officer**, **Loss** on account of any **Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring and **Formal Investigation** into conduct occurring before or during the **Policy Period**.

The Company's maximum liability under this Extension shall not exceed the aggregate as set forth in Item 2 of the Schedule inclusive of all **Loss** in respect of all **Claims** against all **Directors** or **Officers**.

The Dedicated Additional Limit of Liability for Directors and Officers shall be excess of any insurance available that is specifically excess of this Coverage Section. Such excess insurance must be completely exhausted by payment of loss, damages or defence costs thereunder before the Company shall have any obligation to make payment on account of the Dedicated Additional Limit of Liability for Directors and Officers. The **Insured** agrees to provide the Company all details of any excess policies effected once they become known to them and the Company will endorse the policy accordingly.

**Outside Directorship
Liability**

- G. Coverage shall extend to any **Outside Directorship**.
- Coverage for any **Outside Entity** shall:
- (i) not be available to the **Outside Entity** in which such **Outside Directorship** is held or to any of the other directors, officers or employees of such **Outside Entity**;
 - (ii) be specifically excess of:
 - (a) any policies listed in the **Proposal** for the **Outside Entity**;
 - (b) any other policy; and
 - (c) any indemnity available from the **Outside Entity** to such **Insured Person** by reason of serving in such **Outside Directorship**.

If during the **Policy Period** coverage is sought for any additional **Schedule Outside Entity** such coverage shall apply to such **Scheduled Outside Entity** for a period of ninety (90) days from the date of commencement of such **Scheduled Outside Entity**. Coverage for such **Scheduled Outside Entity** shall terminate ninety (90) days after the date of commencement of such **Scheduled Outside Entity** unless the Company accepts in writing such **Scheduled Outside Entity**. Coverage for any additional **Scheduled Outside Entity** is subject to all limitations, conditions, provisions and other terms of this Coverage Section.

If any **Claim** made against an **Insured Person** due to an **Outside Directorship** is insured under any other policy issued by the Company, its parent, a subsidiary or affiliate, then payment under such policy on account of a **Claim** also covered under this Coverage Section shall reduce, by the amount of the payment, the Company's Limit of Liability under this policy with respect to such **Claim**.



Bilateral Extended Reporting Period

- H. If this Coverage Section is terminated or not renewed by either the Company or the **Principal Organisation** for any reason, other than non-payment of premium, and provided no **Event** has occurred, the **Principal Organisation** and the **Insured Persons** shall have the right:
- (i) to an extended reporting period of 90 days within which to report any **Claims** that are first made during such 90 day period. There is no additional premium payable for such extended reporting period;
 - (ii) upon payment of the additional premium set forth in Item 4.(b) of the Schedule, to an additional extended reporting period of 365 days from the expiry date of the extended reporting period referred to in (i) above within which to report any **Claims** first made during such additional 365 day period;

but only to the extent such **Claims** are for **Wrongful Acts** occurring prior to and **Formal Investigations** into conduct occurring prior to the effective date of termination or non-renewal. The right to the additional extended reporting period of 365 days shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within ninety (90) days following the effective date of termination or non-renewal. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**.

If the additional Extended Reporting Period is purchased in accordance with this section then:

- (a) it cannot be cancelled by the **Insureds** or the Company; and
- (b) the entire premium noted in Item 4.(b) of the Schedule shall be deemed fully earned at the inception of the additional Extended Reporting Period.

Retired Directors and Officers

- I. If this Coverage Section is terminated or not renewed by either the Company or the **Principal Organisation** for any reason, other than non-payment of premium, and provided that no **Event** has occurred, **Retired Directors or Officers** shall have the right to an Extended Reporting Period of eighty-four (84) months within which to report any **Claims** that are first made during such eighty-four (84) month period but only to the extent such **Claims** are for **Wrongful Acts** occurring prior to and **Formal Investigations** into conduct occurring prior to the effective date of termination or non-renewal. There is no additional premium payable for such Extended Reporting Period in respect of any **Retired Directors or Officers**.

Emergency Defence Costs

- J. If, because of an emergency, the Company's prior written consent to any **Defence Costs** or **Legal Representation Expenses** cannot be requested, **Defence Costs** or **Legal Representation Costs** can be incurred without that consent for a period of thirty (30) days immediately following the date on which the **Claim** was first made.

Spouses, Heirs & Representatives

- K. Coverage shall extend to **Claims** for the **Wrongful Acts** of an **Insured Person** made against:
- (i) the estates, heirs, legal representatives or assigns of such **Insured Person** who is deceased or against the legal representatives or assigns of such **Insured Person** who is under a legal disability by reason of mental incapacity or is insolvent or bankrupt; and



- (ii) the lawful spouse or **Domestic Partner** of such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner** or such spouse or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.

All terms and conditions of this Coverage Section applicable to **Loss** incurred by an **Insured Person**, shall also apply to loss incurred by the estates, heirs, legal representatives, assigns, spouse or **Domestic Partner** of the **Insured Person** as referred to in a. and b. above. The coverage provided under this section shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

Continuity of Cover

- L. Notwithstanding exclusion 4.A (ii), **Pending or Prior**, coverage is provided for **Claims** or circumstances which could or should have been notified under any policy or coverage section of which this Coverage Section is a renewal or replacement or which it may succeed in time provided always that:
 - (i) the **Claim** or circumstance could and should have been notified after the Pending or Prior Date set forth in the Schedule;
 - (ii) the Company has continued to be the insurer under such previous policy or coverage section without interruption; and
 - (iii) the cover provided by this Extension shall be in accordance with all the terms and conditions of the policy or coverage section under which the **Claim** or circumstance could and should have been notified.

Cover as set forth in the above extensions is subject to all the provisions of this Coverage Section unless stated otherwise.

3. DEFINITIONS

When used in bold type in this Coverage Section:

Claim means:

- (a) With respect to Insuring Clauses 1.A and 1.B only:
 - (i) a written demand for monetary damages or non-pecuniary relief;
 - (ii) a civil proceeding;
 - (iii) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;
 - (iv) a criminal proceeding;
 - (v) an **Extradition** proceeding; or
 - (vi) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,against any **Insured Person**, individually or otherwise, for a **Wrongful Act**, including any appeal therefrom.
- (b) With respect to Insuring Clause 1.C only:
 - (i) any written demand for monetary damages or non-pecuniary relief;
 - (ii) a civil proceeding;
 - (iii) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;
 - (iv) a criminal proceeding; or



- (v) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, against an **Organisation** for a **Wrongful Act**, including any appeal therefrom.

(C) With respect to Insuring Clause 1. D only, a **Formal Investigation**.

Consensual Claim means any **Claim** which is brought with the solicitation, intervention, participation or assistance (other than where an **Insured** is compelled by law to assist or participate in such **Claim**) of an **Insured** against whom it is brought.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of an **Organisation** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred in defending, investigating, settling or appealing any **Claim** and the premium paid for appeal, attachment, bail or similar bonds. For the avoidance of doubt, **Defence Costs** shall include reasonable costs, charges or fees resulting from an **Insured Person** lawfully opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of such **Insured Person**; or appealing any order or other grant of **Extradition** of such **Insured Person**.

Director means any person who:

- (a) is appointed to the position of a director; or is appointed to the position of an alternate director and is acting in that capacity; regardless of the name that is given to their position; and
- (b) is not validly appointed as a director if they act in the position of a director; or the directors of the company are accustomed to act in accordance with such person's instructions or wishes (excluding advice given by the person in the performance of functions attaching to his professional capacity or his business relationship with the directors of the **Organisation**).

Director shall include any equivalent position in any jurisdiction.

Domestic Partner means any natural person qualifying as a domestic partner of, or being in a similar relationship to, an **Insured Person** under the provisions of any applicable law or under the provisions of any formal program established by an **Organisation**.

Employment Claim means a **Claim** for any actual or alleged wrongful or unfair, employment-related: discipline, dismissal, discharge or termination of employment; denial of natural justice; breach of any oral, written or implied employment contract; misrepresentation; discrimination; harassment; sexual harassment; failure to employ or promote; deprivation of a career opportunity; failure to grant tenure; demotion; evaluation; invasion of privacy; defamation; or infliction of emotional distress.

Event means:

- (a) an **Organisation** merging into or consolidating with another organisation such that the **Organisation** becomes a subsidiary of the other organisation;
- (b) another organisation acquiring the business or assets of an **Organisation**; or
- (c) another organisation or person or group of organisations or persons acting in concert acquiring control of the composition of an **Organisation's** board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Organisation** or holding more than fifty percent (50%) of the issued share capital of the **Organisation** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

External Administrator means any liquidator, receiver, receiver and manager, administrator, controller or holder of similar office or position in any jurisdiction whether appointed under the provisions of Part 5 of the Corporations Act 2001 (Cth) or any other law anywhere in the world or pursuant to the provisions of any contract or other instrument.



Extradition means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

Financial Impairment means;

- (a) the appointment by any tribunal, agency or court, anywhere in the world, or by a creditor of any **External Administrator** to take control of, supervise, administer, manage or liquidate an **Organisation** or its assets, business or affairs; or
- (b) an **Organisation** becoming a debtor in possession or taking any corporate action or commencing legal proceedings for its winding-up, dissolution, administration or receivership or an event occurring which has an analogous effect under the laws of any jurisdiction.

Formal Investigation means a formal administrative or formal regulatory inquiry by a governmental, regulatory, self-regulatory, professional, statutory or official body or institution that is empowered by law to investigate the affairs of an **Insured Person** or an **Organisation**, including, for the avoidance of doubt, a royal commission.

Insured means an **Organisation** and/or **Insured Persons**.

Insured Capacity means the position or capacity designated in the definition of **Insured Person** held by any **Insured Person** but shall not include any position or capacity in any organisation other than an **Organisation**, even if such **Organisation** directed or requested the **Insured Person** to serve in such other position or capacity, other than an **Outside Directorship**.

Insured Person means any natural person who was, now is or shall be:

- (a) a **Director** or **Officer** of an **Organisation**;
- (b) an employee of an **Organisation** but only:
 - (i) with respect to an **Employment Claim**;
 - (ii) to the extent that such employee is acting in any managerial or supervisory capacity;
 - (iii) where such employee holds an **Outside Directorship**; or
 - (iv) for as long as such employee is the subject of a **Claim** along with any **Director** or **Officer**;or
- (c) a **Director** of a corporate trustee or policy committee member of any superannuation fund established for the benefit of employees of an **Organisation**.

Insured Person shall not include an **External Administrator**.

Legal Representation Expenses means reasonable **Defence Costs** which an **Insured Person** incurs on account of the attendance and/or the provision of documents or information by such **Insured Person** in an **Insured Capacity** at or to any **Formal Investigation**.

Loss means the amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim** including, but not limited to:

- (a) **Defence Costs**;
- (b) **Legal Representation Expenses**;
- (c) awards of damages or orders made by any court or tribunal to pay compensation;
- (d) judgments;
- (e) sums payable due to any settlements to which the Company has consented ;
- (f) awards of claimant's costs;
- (g) pre-judgment and post-judgment interest;
- (h) punitive, exemplary or aggravated damages unless the Company is legally prohibited from paying such damages in the jurisdiction in which the **Claim** is determined;



- (i) the multiple portion of any multiplied damages award unless the Company is legally prohibited from paying such damages in the jurisdiction in which the **Claim** is determined; and
- (j) **Pecuniary Penalties.**

Loss does not include:

- (i) any amount for which the **Insured Person** is absolved from payment by reason of any covenant or agreement, other than indemnification of an **Insured Person** by an **Organisation**, or order or determination of a tribunal or court;
- (ii) fines or penalties other than to the extent covered pursuant to paragraph j. above;
- (iii) any amount not covered by this Coverage Section because of section 11. Allocation;
- (iv) matters for which the Company is legally prohibited from indemnifying an **Insured** under Australian law other than to the extent covered pursuant to paragraphs (h) and (i) above; or
- (v) costs and expenses of any kind, including **Defence Costs** and **Legal Representation Expenses**, in connection with the matters in (i) – (iv) above.

Officer means any:

- (a) company secretary; or
- (b) person:
 - (i) who makes, or participates in making decisions that affect the whole, or a substantial part of the business of an **Organisation**;
 - (ii) who has the capacity to affect significantly an **Organisation's** financial standing; or
 - (iii) in accordance with whose instructions or wishes the directors of an **Organisation** are accustomed to act (excluding advice given by the person in the performance of functions attaching to his professional capacity or his business relationship with the directors of an **Organisation**).

Officer shall include any equivalent position in any jurisdiction.

Organisation means, collectively, the organisation designated in Item 6 of the Schedule and any **Subsidiary**.

Outside Directorship means the position of **Director**, **Officer**, trustee, governor, councillor, or the holder of an equivalent position in any jurisdiction, held by an **Insured Person** in an **Outside Entity** provided that such position is assumed and maintained with the knowledge and consent or at the request of an **Organisation**.

Outside Entity means any organisation that is not an **Organisation** and:

- (a) whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any law, regulation or by-law anywhere in the world;
- (b) which is not registered or approved for direct or indirect trading on a national securities exchange or over the counter trading system anywhere in the world;
- (c) which is not located, incorporated or domiciled or does not operate in the United States of America or any territory under its jurisdiction;
- (d) which is not an authorised deposit taking institution, finance company, leasing company, friendly society, life insurance company, general insurance company, reinsurance company, investment company, mutual fund, collective investment scheme, fund manager, investment adviser, responsible entity of a managed investment scheme, trustee company, money market corporation, investment bank or any broker or dealer in securities or commodities, mortgage broker, real estate agent, stock exchange, commodities exchange, futures exchange, custodian, clearing house, registrar, medical benefits association or hospital benefits association or organisations of a similar



nature; or

- (e) which is a **Scheduled Outside Entity** where the **Outside Directorship** is specified in a Scheduled Outside Entity Endorsement to this policy at the inception of the **Policy Period**.

Pecuniary Penalties means pecuniary or administrative fines or penalties which an **Insured Person** is ordered to pay in and under the laws of the Commonwealth of Australia and/or New Zealand, including, for the avoidance of doubt, fines or penalties which an **Insured Person** is ordered to pay pursuant to the Trade Practices Act 1974 (Cth).

Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, an environmental protection agency (including but not limited to the United States Environmental Protection Agency) or any counterpart thereof anywhere in the world. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products or any noise.

Pollution means:

- (a) the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, seepage, migration, dispersal, treatment, removal or disposal of any **Pollutants**; or
- (b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or
- (i) any action taken in response to or contemplation or anticipation of any such regulation, order, direction or request; or
- (ii) any action taken voluntarily to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, whether or not in relation to any such regulation, order, direction or request;

including but not limited to any claim for loss to an **Organisation** or an **Outside Entity**, the holders of its securities or its creditors based upon, arising from, or in consequence of the matters described in (a). or (b). of this definition other than to the extent covered pursuant to Extension 2.E. Shareholder Pollution Action.

Principal Organisation means the organisation designated in Item 1 of the Schedule.

Proposal means all proposals, including attachments and materials incorporated therein, submitted by, or information disclosed by, the **Insureds** to the Company for this Coverage Section or any policy issued by the Company of which this Coverage Section is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this Coverage Section.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related **Wrongful Acts**, facts or circumstances or the same or related series of **Wrongful Acts**, facts or circumstances.

Retired Director or Officers means a **Director** or **Officer** who has ceased to act in their **Insured Capacity** prior to the expiry of the **Policy Period** for reasons other than disqualification from holding the office of director or from managing a company and other than due to an **Event**.

Scheduled Outside Entity means any organisation listed in a Scheduled Outside Entity Endorsement to this Coverage Section.



Subsidiary means, at the time of the occurrence of a **Wrongful Act**, any organisation in which one or more **Organisations**:

- (a) controls the composition of the organisation's board;
- (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Subsidiary shall include any incorporated joint venture or company over which an **Organisation** exercises effective management and control.

U.S.A means the United States of America and any territory under its jurisdiction.

U.S.A Claim means a **Claim** brought or maintained, in whole or in part, in the **U.S.A** or based, in whole or in part, on any law of the **U.S.A**.

Wrongful Act means any act or omission, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust or breach of duty committed, attempted, or allegedly committed or attempted, by:

- (a) with respect to Insuring Clauses 1.A and 1.B only: an **Insured Person**, individually or otherwise, in his **Insured Capacity**, or any matter claimed against such **Insured Person** solely by reason of his serving in such **Insured Capacity**; or
- (b) with respect to Insuring Clause 1.C only: any **Insured** with respect to the purchase or sale of, or offer to purchase or sell, any securities issued by an **Organisation**; or the ownership of securities of an **Organisation** by a holder of its securities.

4. EXCLUSIONS

A. Exclusions Applicable to All Insuring Clauses

The Company shall not be liable for **Loss** in respect of any **Claim**:

Prior Notice (i) based upon, arising from, or in consequence of any fact or circumstance if notice of such fact or circumstance has been given under any policy or coverage section of which this Coverage Section is a renewal or replacement or which it may succeed in time;

Pending or Prior (ii) based upon, arising from, or in consequence of any demand, suit or proceeding pending against, or order, decree or judgment entered for or against any **Insured** or **Outside Entity** on or prior to the Pending or Prior Date set forth in:

- (a) Item 5 of the Schedule; or
- (b) a Scheduled Outside Entity Endorsement;

or the same or substantially the same facts or circumstances underlying or alleged therein, provided however, that (b) shall apply only to any **Claim** based upon, arising from or in consequence of any **Outside Directorship** in an **Outside Entity**;



- Consensual Claim** (iii) based upon, arising from, or in consequence of any **Consensual Claim**;
- U.S.A. i.v.i** (iv) which is a **U.S.A Claim** brought or maintained by or on behalf of:
- (a) any **Insured**; or
 - (b) any **Outside Entity** or any **Director** or **Officer** of such **Outside Entity** if such **Claim** arises out of such **Outside Directorship**,
except;
 - (1) a **Claim** brought or maintained on behalf of:
 - (A) an **Organisation** by one or more persons who are not **Insured Persons**, and who bring and maintain the **Claim** without the solicitation by, or the active participation, intervention or assistance of, any **Organisation** or any **Insured Person** named as a defendant in such **Claim** (other than the solicitation by, or assistance, participation or intervention of any **Insured Person** for which Section 806 of the Sarbanes-Oxley Act 2002, or any similar 'whistleblower' protection provision of an applicable securities law, affords protection to such **Insured Person**);
 - (B) an **Outside Entity** by one or more persons who are neither **Insureds** nor **Directors** or **Officers** of such **Outside Entity** and who bring and maintain the **Claim** without the solicitation by, or the active participation, intervention or assistance of any **Director** or **Officer** of such **Outside Entity** (other than the solicitation by, or assistance, participation or intervention of any **Director** or **Officer** of an **Outside Entity** for which Section 806 of the Sarbanes-Oxley Act 2002, or any similar 'whistleblower' protection provision of an applicable securities law, affords protection to such **Director** or **Officer**);
 - (2) an **Employment Claim**;
 - (3) a **Claim** for contribution or indemnification brought or maintained by an **Insured Person**, or by one or more of an **Outside Entity's Directors** or **Officers** if such **Claim** directly results from another **Claim** covered under this Coverage Section;
 - (4) a **Claim** that is brought or maintained by an **External Administrator** on behalf of an **Organisation**, or an **Outside Entity**, and who brings and maintains such **Claim** without the active assistance, intervention or participation of, or solicitation by, an **Insured Person**, or one or more of an **Outside Entity's Directors** or **Officers**;
 - (5) a **Claim** that is brought or maintained by or on behalf of any **Insured Person** who no longer serves in an **Insured Capacity**, and who brings and maintains such **Claim** without the active assistance, intervention or participation of, or solicitation by, the **Organisation** or any **Insured Person** serving as such at the time such **Claim** is brought or maintained; or
 - (6) **Defence Costs**;



- Bodily Injury and Property Damage** (v) for bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed. For clarity, this exclusion shall not apply to mental anguish, humiliation or emotional distress asserted in an **Employment Claim**;
- Pollution** (vi) based upon, arising from, or in consequence of **Pollution**;
- Professional Services** (vii) for any actual or alleged act or omission, including but not limited to, any error, misstatement, misleading statement, neglect, breach of duty or breach of trust committed, attempted or allegedly committed or attempted in the rendering of, or actual or alleged failure to render, any professional services to a third party;
- ERISA** (viii) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) and amendments thereto, or
- Dishonesty** (ix) based upon, arising from, or in consequence of:
- (a) any deliberately fraudulent act or omission or any wilful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by such **Insured Person**; or
 - (b) any conduct or contravention in respect of which a liability is the subject of a prohibition in section 199B(1) of the Corporations Act 2001 (Cth),

provided that this exclusion shall not apply including, for the avoidance of doubt, to the Company's obligation to advance **Defence Costs** or **Legal Representation Expenses** until a final adjudication in any proceeding establishes such a deliberately fraudulent act, omission, wilful violation or breach. The term 'proceeding' shall not include any declaratory proceeding brought by or against the Company.

B. Exclusions Applicable to Insuring Clause 1.C Only

The Company shall not be liable for **Loss** in respect of any **Claim** under Insuring Clause 1.C only:

- Contractual Liability** (i) for any actual or alleged liability of an **Organisation** under any contract that relates to the purchase, sale or offer to purchase or sell any securities; provided that this exclusion shall not apply to liability that would have attached to such **Organisation** in the absence of such contract; or
- Dishonesty of Organisation** (ii) based upon, arising from, or in consequence of
- (a) any deliberately fraudulent act or omission or any willful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by an **Organisation**; or
 - (b) an **Organisation** having gained any profit, remuneration or advantage to which such **Organisation** was not legally entitled,

provided that this exclusion shall not apply including, for the avoidance of doubt, to the Company's obligation to advance **Defence Costs** until a final adjudication in any proceeding establishes such a deliberately fraudulent act or omission, willful violation or breach, personal profit, remuneration or advantage. The term 'proceeding' shall not include any declaratory proceeding brought by or against the Company.



5. SEVERABILITY – IMPUTATION OF KNOWLEDGE

With respect to the exclusions 4.A (i). and 4.A (ix) of this Coverage Section, in order to determine if coverage is available no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person**.

With respect to exclusion 4.B (ii). of this Coverage Section, only facts pertaining to and knowledge possessed by any chairman, chief executive officer, managing director, in-house general counsel, company secretary, chief financial officer or holder of any equivalent position in any jurisdiction of an **Organisation** shall be imputed to such **Organisation** in order to determine if coverage is available.

6. PROPOSAL – SEVERABILITY AND NON AVOIDANCE

In issuing this Coverage Section the Company has relied upon the statements, representations and information in the **Proposal**.

No statement, representation or information provided in the **Proposal** by an **Insured Person** or knowledge possessed by such **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available under this Coverage Section.

The Company shall not avoid this coverage section or exercise any rights against any **Insured** for any misrepresentation (fraudulent or otherwise) in the **Proposal** or for any non-disclosure (fraudulent or otherwise). However in the event of misrepresentation or non-disclosure which would otherwise entitle the Company to avoid this coverage section or exercise rights against an **Insured**:

- A. no **Insured Person** who, at the time the contract evidenced by this coverage section was entered into, knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, and no **Organisation** to the extent that it may indemnify any such **Insured Person**, shall have cover under this coverage section for any **Loss** of that **Insured Person** on account of a **Claim** based upon, arising from or in consequence of the true position of any misrepresented or non-disclosed facts; and
 - B. if any chairman, managing director, chief executive officer, chief financial officer, in-house general counsel, company secretary or the holder of any equivalent position in an jurisdiction of an **Organisation** knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, then no **Organisation** shall have cover under this coverage section for any **Loss** of that **Organisation** on account of a **Claim** based upon, arising from or in consequence of the true position of any misrepresented or non-disclosed facts.
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7. LIMIT OF LIABILITY AND DEDUCTIBLE

The Company's maximum liability for **Loss** on account of each **Claim**, whether covered under one or more Insuring Clauses, shall not exceed the Limit of Liability for each **Loss** set forth in Item 2(a) of the Schedule. Other than with respect to Extension 2.F. Dedicated Additional Limit of Liability for Directors and Officers, where granted, the Company's maximum aggregate liability for **Loss** on account of all **Claims** first made during the **Policy Period**, whether covered under one or more Insuring Clauses, shall not exceed the Limit of Liability for each **Policy Period** set forth in Item 2(b) of the Schedule.

Notwithstanding the above, the Company's maximum liability for **Loss** in respect of which a sub-limit is specified for each **Loss** and/or each **Policy Period** in the Schedule or any endorsement shall be that specified sub-limit of liability. Sub-limits are part of, and not in addition to the Limits of Liability set forth in Items 2(a) and 2(b) of the Schedule.



If granted, the Company shall pay the Dedicated Additional Limit of Liability for Directors and Officers in addition to the Limits of Liability set forth in Items 2(a) and 2(b) of the Schedule only after the Company has paid the full amount of the applicable Limit of Liability. The Dedicated Additional Limit of Liability for Directors and Officers is not eroded by payments within the Limits of Liability set forth in Items 2(a) and 2(b) of the Schedule.

Defence Costs and **Legal Representation Expenses** are part of, and not in addition to, the Limits of Liability set forth in Item 2 of the Schedule; the payment by the Company of **Defence Costs** or **Legal Representation Expenses** erodes such Limits of Liability.

The Company's liability on account of each and every **Claim** shall apply only to **Loss** which is allocated to covered **Loss** and only to that part of **Loss** so allocated which is in excess of the applicable Deductible Amount set forth in Item 3 of the Schedule. Such Deductible Amount shall be depleted only by **Loss** and shall be borne by the **Insured** uninsured and at their own risk. No Deductible Amount shall apply to any **Loss** for which an **Organisation** is prevented by law or due to **Financial Impairment** from indemnifying an **Insured Person**.

All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with section 9. Reporting and Notice, regardless of whether such date is before or during the **Policy Period**.

The limit of liability available during the Extended Reporting Period, if exercised, shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for **Loss** on account of all **Claims** first made during the immediately preceding **Policy Period**.

8. PRESUMPTIVE INDEMNIFICATION

If an **Organisation** is permitted or required by law to indemnify, or is not prevented by law from indemnifying, an **Insured Person** for **Loss** but fails or refuses, other than due to **Financial Impairment**, to so indemnify an **Insured Person** then the Company shall pay such **Loss** on behalf of such **Insured Person** subject to all the Exclusions of this Coverage Section. In such event the applicable Deductible Amount set forth in Item 3 of the Schedule shall be paid by an **Organisation** to the Company. No Deductible shall apply in the event of **Financial Impairment**. This section does not apply to **Loss** arising out of an **Outside Directorship**.

9. REPORTING AND NOTICE

The **Insureds** shall give to the Company written notice of any **Claim** as soon as practicable and in any event no later than the expiration of the Extended Reporting Period, if granted by the Company.

If during the **Policy Period** or Extended Reporting Period (if granted) an **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company, then any **Claims** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** or the Extended Period in which the circumstances were first reported to the Company.

The **Insureds** shall give to the Company such information and co-operation as it may reasonably require, including but not limited to a description of the **Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which the **Insured** first became aware of the **Claim** or circumstances.



10. DEFENCE AND SETTLEMENT

It shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** other than with respect to a **Claim** brought or maintained by or on behalf of an **Organisation**. The Company shall have the right, but not the duty, to defend a **Claim** brought or maintained by or on behalf of an **Organisation** and to appoint lawyers for that purpose.

Each **Insured** agrees not to settle, or convey any offer of settlement to any claimant with regard to, any **Claim**, incur any **Defence Costs** or **Legal Representation Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent. The Company shall not otherwise be liable for any **Defence Costs**, **Legal Representation Expenses**, any other element of **Loss** incurred, any obligation assumed or any admission made by any **Insured** without the Company's prior written consent. Provided the **Insureds** comply with this section, the Company shall not unreasonably withhold or delay any such consent.

With respect to any **Claim** that appears reasonably likely to be covered in whole or in part under this Coverage Section the Company shall have the right and shall be given the opportunity to associate with each **Insured**, and shall be consulted in advance by the **Insured**, regarding the investigation, defence and settlement, including the negotiation of any settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part by this Coverage Section.

Each **Insured** agrees to provide the Company with all information, assistance and co-operation which the Company reasonably requires, including, without limitation, for the purposes of any investigation the Company makes, in its absolute discretion.

Each **Insured** agrees that, in the event of a **Claim**, such **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

11. ALLOCATION

Where a **Claim**:

- A. includes both matters covered and matters that are not covered by this Coverage Section; or
- B. is made against a person or organisation other than an **Insured Person** or, with respect to Insuring Clause 1.C only, other than an **Organisation**,
the Company and the **Insured** shall allocate any amounts incurred by or on behalf of an **Insured**:
 - (i) based upon the relative legal and financial exposures of an **Insured Person** or, with respect to Insuring Clause 1.C only, an **Organisation**, to matters covered and matters not covered by this Coverage Section; and
 - (ii) in the case of a settlement in such **Claim**, based also on the relative benefits to an **Insured Person**, or, with respect to Insuring Clause 1.C only, an **Organisation**.

If the Company and the **Insured** cannot agree on an allocation of **Loss**:

- (a) no presumption as to allocation shall exist in respect of any disagreement between the Company and the **Insured** regarding allocation;
- (b) the Company shall advance such portion of **Defence Costs** and **Legal Representation Expenses** which the Company believes, in its sole discretion, to be covered under this Coverage Section unless and until a different and final allocation is mutually agreed upon between the Company and the **Insured** or is arbitrated in accordance with this Section or judicially determined;



- (c) the Company may, in its sole discretion, pay such portion of **Loss**, other than **Defence Costs** or **Legal Representation Expenses**, which it believes to be covered under this Coverage Section unless and until a different and final allocation is mutually agreed upon between the Company and the **Insured** or is arbitrated in accordance with this Section or judicially determined;
 - (d) the Company, if requested by the **Insured**, shall submit any disagreement between them regarding the allocation of **Loss** for determination by arbitration. Subject to agreement between the parties, the arbitration panel shall consist of one arbitrator selected by such **Insured**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators. The costs of arbitration undertaken in accordance with this section shall be borne by the Company;
 - (e) any allocation of **Loss** that is mutually agreed upon between the Company and the **Insured** or arbitrated in accordance with this Section or judicially determined shall be applied retroactively to all **Loss** notwithstanding any prior payment or advancement, as the case may be, to the contrary; and
 - (f) any allocation or advancement of **Defence Costs** or **Legal Representation Expenses** shall not apply to or create any presumption with respect to the allocation of **Loss**, other than **Defence Costs** or **Legal Representation Expenses**, on account of a **Claim**.
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12. CHANGES IN EXPOSURE

A. Acquisition or Creation of Another Organisation

If an **Organisation** during the **Policy Period**

- (i) acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- (ii) acquires any organisation by merger into or consolidation with itself such that the **Organisation** is the holding company,

then such other organisation and the **Insured Persons** in relation thereto shall be **Insureds** under this Coverage Section but only with respect to **Wrongful Acts** occurring after, or **Formal Investigations** into conduct occurring after, such acquisition or creation. The Company may agree to provide cover, after presentation of a complete **Proposal**, for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, such acquisition or creation and shall have the right to amend the terms of this Coverage Section including charging an additional premium.

However, if such acquired or created organisation:

- (a) has total consolidated assets that increase the total consolidated assets of the **Organisation** by more than twenty-five per cent (25%) as reflected in the most recent audited, consolidated financial statements of the **Organisation** and, in the case of such acquisition, the acquired organisation; or
- (b) is located, incorporated, domiciled or operates in, or has securities listed on any exchange in, the **U.S.A.**,

the **Principal Organisation** shall give written notice of such acquisition or creation to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such information as the Company may require. If the **Principal Organisation** fails to give such notice within the time specified in the preceding sentence, coverage for such acquired or created organisation and the **Insured Persons** in relation thereto shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. In the event of such acquisition or creation, the Company shall have the right to amend the terms of this Coverage Section including charging an additional premium.



B. Acquisition of Organisation by Another Organisation

- (i) If, during the **Policy Period**, an **Event** occurs coverage shall continue until termination of this Coverage Section, but only with respect to **Claims for Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, such **Event**. If an **Event** occurs the entire premium for this Coverage Section shall be deemed fully earned unless otherwise agreed to by the Company.
- (ii) The **Principal Organisation** shall give written notice of any **Event** to the Company as soon as practicable, but in no event later than sixty (60) days, after the date of such **Event** together with such information as the Company may require. Upon receipt of such notice and information and at the request of the **Principal Organisation**, the Company will provide to the **Principal Organisation** a quotation for an extension of coverage for a period of up to eighty-four (84) months for **Claims for Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, such **Event**. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and the payment of such additional premium as the Company, in its sole discretion, may require. Payment of the additional premium due for any coverage extension purchased under this section must be received by the Company within thirty (30) days following the acceptance by the **Principal Organisation** of a quotation by the Company.

Any extension of cover purchased by the **Principal Organisation** pursuant to this section shall commence at the expiration of the cover provided for in section 12.B. (i). above

If an extension of cover is purchased pursuant to this section then the entire premium paid shall be deemed fully earned at the inception of the coverage extension and such extension cannot be cancelled by the **Insureds** or the Company.

C. Cessation of Subsidiaries

If an organisation ceases to be a **Subsidiary**, before or after the inception date of this Coverage Section, coverage with respect to such **Subsidiary** and the **Insured Persons** in relation thereto shall continue until termination of this Coverage Section or any renewal thereof, but only with respect to **Claims for Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, the date such organisation ceased to be a **Subsidiary**.

13. PRIORITY OF PAYMENTS

In the event payment of **Loss** is due under this Coverage Section but the amount of such **Loss** in the aggregate exceeds the remaining available Limit of Liability for this coverage section, the Company shall:

- A. first pay such **Loss** for which coverage is provided under Insuring Clause 1.A of this Coverage section; then
- B. to the extent of any remaining amount of the Limit of Liability available after payment under a. above, pay such **Loss** for which coverage is provided under any other Insuring Clause of this Coverage Section.

Except as otherwise provided in this section, the Company may pay **Loss** as it becomes due under this Coverage Section without regard to the potential for other future payment obligations under this Coverage Section.



14. PLACEMENT OR OFFERINGS OF SECURITIES

If, during the **Policy Period**, an **Organisation** makes, in whole or in part in the **U.S.A.**, a public offering of its securities, coverage shall apply with respect to such offering for a period of sixty (60) days from the date an offering document for such offering becomes available. Coverage for such public offering shall terminate sixty (60) days after the date the offering document becomes available unless the Company accepts in writing such public offering.

The **Principal Organisation** shall provide the **Company** with the offering document as soon as it is available together with any additional information the Company may require. The Company shall have the right to amend the terms of this coverage section including charging an additional premium.