

# PROFESSIONAL INDEMNITY INSURANCE POLICY

No: TPLP2024-01-0029

This is a CLAIMS first made policy.

Cover under this policy is afforded solely with respect to CLAIMS first made against an ASSURED during the POLICY PERIOD or the DISCOVERY PERIOD - if such DISCOVERY PERIOD has been agreed upon - and reported to the INSURER in writing pursuant to the terms of the policy.

Costs and expenses are inclusive within the Limit of Liability as set forth in the Schedule.

The INSURER does not have any duty to defend a CLAIM.

In consideration of the payment of premium the INSURER agrees to provide insurance in accordance with the terms of this policy.

Please read this policy carefully, hereunder the exclusions and duties of the ASSURED.

SIGNED FOR AND ON BEHALF OF:

THE INSURER:

THE ASSURED (Policy Holder):

Digitally signed by Bujor Virgiliu  
Date: 2024.04.22 12:07:23 EEST  
Reason: MoldSign Signature  
Location: Moldova



Digitally signed by Koutsoyiannis Mamas  
Date: 2024.04.24 21:20:55 EEST  
Reason: MoldSign Signature  
Location: Moldova



C.A. "DONARIS Vienna Insurance Group" SA

MOORE STEPHENS KSC SRL

# PROFESSIONAL LIABILITY INSURANCE POLICY

## POLICY SCHEDULE

<b>Policy Number:</b>	TPLP2024-01-0029
<b>Type of Policy:</b>	ERRORS AND OMISSIONS
<b>Insurer and Mailing Address:</b>	DONARIS Vienna Insurance Group SA 15/7 Moscova Blvd, Chisinau, Republic of Moldova, MD-2068 IDNO - 1002600020908
<b>Assured and Mailing Address:</b>	MOORE STEPHENS KSC SRL 63 Vlaicu Pîrcălab, Chisinau, Republic of Moldova, MD-2012 IDNO - 1004600066436
<b>Period of Insurance:</b>	From 27.04.2024 To 26.04.2025 Both days at 0.00 A.M. Local Time at the mailing address.
<b>Retroactive Date:</b>	27.04.2016
<b>Assured's Business:</b>	Audit services, Tax and legal services, Bookkeeping services
<b>Limit of Liability:</b>	EUR 1,000,000 per event and in annual aggregate
<b>Deductible:</b>	EUR 10,000 each and every claim
<b>Insurance Premium:</b>	EUR 4,495
<b>Premium Payment Terms:</b>	To be paid in two instalments as follows: 1 <sup>st</sup> Instalment: EUR 2,247.50 before 27.05.2024 2 <sup>nd</sup> Instalment: EUR 2,247.50 before 27.09.2024
<b>Territorial Limits:</b>	Republic of Moldova
<b>Jurisdiction:</b>	Republic of Moldova
<b>Special Conditions:</b>	Subject to payment of the premium set out in this schedule, we agree with the Assured to provide insurance on the terms set out in this policy.  This policy is subject to the terms and conditions of standard "Errors and omissions policy wording" in use at the time of quotation, unless otherwise agreed by us in writing.
<b>Date of Issue:</b>	22 <sup>nd</sup> of April 2024

## **ERRORS AND OMISSIONS POLICY WORDING**

### **PREAMBLE**

Whereas the person or persons, partnership, firm or company named in the Schedule (hereinafter referred to as "the Assured") have made to Underwriters a written Proposal bearing the date stated in the Schedule and containing particulars and statements which, together with any other information which may have been supplied, shall be the basis of this contract and shall be considered as incorporated herein, and in consideration of the Premium stated in the Schedule.

### **GENERAL TERMS**

#### **GENERAL DEFINITIONS**

Wherever the words listed below are used in the Policy quotation and wording, they mean what is set out below:

"Business" - the trade or occupation described in the Schedule carried on at and from the location (and no other for the purpose of this insurance).

"Deductibles" - the amount specified in the Schedule, payable by you on each and every claim arising out of one event under that Policy Section.

"Market Value" - the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining market value.

"Location/s" - the place(s) listed in the Schedule.

"Period of Insurance" - the duration of this Policy for the period specified in the Schedule, or any renewal period for which the appropriate premiums are paid in each case.

"Policy" - Policy together with any Schedule, Endorsement, and the Policy Rules for the relevant class of insurance.

"we" "us" or "our" – DONARIS Vienna Insurance Group

"you" or "your" – the Assured as stated above

#### **CUSTOMER INFORMATION**

##### **Money back guarantee**

If, after reading your Policy, you are not completely satisfied please contact us to discuss your concerns.

Should you still be unhappy with your policy, return it together with the Schedule within 14 days of its receipt and we will cancel it from the beginning and refund the money you paid to us in full unless you have made a claim on the Policy.

The insurance cover is in force for the Period of Insurance set out in the Schedule, subject to the satisfaction of all premium payment conditions.

We will not pay any more than the Sum Assured or Limit of Liability for each Section which is shown in the Schedule.

We will not pay the deductibles shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, you must pay the highest applicable deductible, but you need to pay only one deductible.

## LAW COSTS AND EXPENSES

In respect of claims for compensation for which you are entitled to indemnity under this policy We will pay:

- (a) all legal costs and expenses incurred by Us;
- (b) all costs awarded against You in any suit and all interest accruing after judgement has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following the judgement;
- (c) all reasonable expenses incurred by You which we have agreed to reimburse, but we will not pay for loss of earnings;
- (d) expenses incurred by You for first aid treatment for Personal Injury to others caused by an Occurrence;

provided that:

- (i) we shall not be obliged to pay any claim or judgement or to defend any suit after the applicable Limit of Indemnity has been exhausted by payment of judgements or settlements;
- (ii) if a payment exceeding the amount of the Limit of Indemnity has to be made to dispose of a claim, We will only pay the law costs and expenses in the same proportion that the Limit of Liability bears to the amount paid to dispose of the claim.

We will pay Law Costs and Expenses as set out above in addition to the Limit of Indemnity specified in the Schedule but payments in settlement of claims, suits and all costs awarded against You are subject to applicable Limit(s) of Indemnity in this Section.

## INDEMNITY CLAUSE

Underwriters agree, subject to the terms, limitations, exclusions and conditions of this Policy, to indemnify the Assured against all sums which the Assured shall become legally liable to pay as damages and claimants' costs and expenses as a result of any Claim or Claims made against the Assured and notified to Underwriters during the Period of Insurance stated in the Schedule arising out of any negligent act, error or omission on the part of,

- (a) the Assured
- (b) any employee or director of the Assured, or
- (c) any other person, persons, partnership, firm or company acting for or on behalf of the Assured,

in or about the conduct of the Assured's business as specified in the Schedule.

## LIMIT OF UNDERWRITERS' LIABILITY

Provided always that Underwriters' total aggregate liability under this Policy shall not exceed the Limit of Indemnity specified in the Schedule in respect of all Claims (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of all Claims) made against the Assured during any one Period of Insurance.

## EXCESS CLAUSE

Provided further that Underwriters shall only be liable for that part of each and every Claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of any Claim) which exceeds the amount of the Excess stated in the Schedule.

For the purpose of this clause "Claim" shall also mean all Claims attributable to or arising out of the same cause or event.

If any expenditure is incurred by Underwriters which by virtue of this clause is the responsibility of the Assured then such amount shall be reimbursed to Underwriters by the Assured forthwith.

#### **LEGAL PERSONAL REPRESENTATIVES**

In the event of the death of any Assured Underwriters will, in respect of the liability incurred by the Assured, indemnify the Assured's legal personal representatives in the terms of this Policy provided that such legal personal representatives shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy insofar as they can apply.

#### **INDEMNITY TO DIRECTORS AND EMPLOYEES**

If the Assured so requires, Underwriters will indemnify any director or employee of the Assured in like manner to the Assured, provided always that all such persons shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions, and exclusions of this Policy.

#### **CLAIM**

"Claim" shall mean:-

- (i) any writ or summons or other application of any description whatsoever or cross-claim or counter claim issued against or served upon the Assured for any negligent act, error or omission, or
- (ii) any written communication alleging a negligent act, error or omission communicated to the Assured.

#### **PERIOD OF INSURANCE**

The "Period of Insurance" means the period stated in the Schedule of the Policy.

#### **PREMIUM PAYMENT CLAUSE:**

Unless agreed otherwise the Assured/payer undertakes that the premium due to the insurer for this policy and corresponding endorsements shall be payable to the insurer directly in full or by instalments in the amounts and at the due dates as provided on the insurance premium invoice(s).

All charges and expenses related to the premium settlement, including but not limited to: costs, charges and/or commissions of the sending bank, intermediary/correspondent bank are to be borne solely by the Assured/payer.

#### **ADDITIONAL CLAUSES**

##### **SANCTION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be 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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the Republic of Moldova, the United Kingdom or the United States of America (provided that this does not violate any regulation or specific national law applicable to the undersigned Insurer).

## COMMUNICABLE DISEASE CLAUSE

Notwithstanding any provision to the contrary within this (re-)insurance agreement, this (re-)insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease; all regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## CYBER and DATA LIMITED EXCLUSION CLAUSE

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a Cyber Incident or a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

### Definitions

6 **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 Insured or any other party.

**7 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**.

**8 Cyber Incident** means:

8.1 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

8.2 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**.

**9 Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## **GENERAL EXCLUSIONS**

Underwriters shall not be liable to indemnify the Assured against any Claim or Claims,

### **EMPLOYERS LIABILITY**

(a) arising directly or indirectly from bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his/her employment by the Assured under any contract or service or apprenticeship, or for any breach of any obligation owed by the Assured as an employer to any employee,

### **LAND, BUILDING ETC**

(b) arising directly or indirectly from the ownership, possession or use by or on behalf of the Assured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle,

### **DISHONESTY**

(c) arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Assured,

### **DEFAMATION**

(d) alleging libel or slander,

### **INFRINGEMENT**

(e) alleging infringement of Copyright, Patents, Registered Designs, Trade Marks or Passing-off,

### **CONTRACTUAL LIABILITY**

(f) arising directly or indirectly from any liability assumed by the Assured under any express warranty, agreement or guarantee unless such liability would have attached to the Assured notwithstanding such express warranty, agreement or guarantee,

### **PRODUCTS**

(g) arising out of or relating to goods or products, sold, supplied, repaired, altered, manufactured, installed or maintained by the Assured or any related Company or by sub-contractors of the Assured,

### **BODILY INJURY/PROPERTY DAMAGE**

(h) for bodily injury, sickness, disease, or death sustained by any person or any loss, damage or destruction of property unless such claim emanates from negligent advice, design, specification, formula or a breach of duty owed in a professional capacity by the Assured,

### **INSOLVENCY/BANKRUPTCY OF ASSURED**

(i) arising out of or relating directly or indirectly from the insolvency or bankruptcy of the Assured,

### **SEEPAGE AND POLLUTION**

(j) based upon, arising out of or relating directly or indirectly from or in consequence of or in any way involving, seepage, pollution or contamination of any kind,

#### OTHER INSURANCE

- (k) in respect of which the Assured are entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance,

#### CIRCUMSTANCES KNOWN AT INCEPTION

- (l) arising out of any circumstance(s) or occurrence(s) which could give rise to a Claim or Claims under this Policy of which the Assured is or are aware, or ought reasonably to be aware, at inception of this Policy, whether notified under any other insurance or not,

#### RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES

- (m) directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

#### LEGAL ACTION

- (n) where action for damages is brought in a court of law outside the territories specified in the Schedule, or where action is brought in a court of law within those territories to enforce a foreign judgement whether by way of Reciprocal Agreement or otherwise.

#### FINES/PENALTIES

- (o) for fines, penalties, punitive, multiple or exemplary damages.

#### ADDITIONAL EXCLUSIONS

- (i) General Third Party Liability, Products Liability
- (ii) Ex-Gratia Payments
- (iii) War, terrorism
- (iv) Pollution
- (v) Asbestos
- (vi) EMF (Exclusion of any loss resulting from any electric or magnetic field or electromagnetic radiation by any device or equipment).
- (vii) Toxic Mold
- (viii) Nuclear ionisation
- (ix) Guaranties, warranties
- (x) Fines, Penalties, Punitive and Exemplary Damages imposed on the insured
- (xi) Libel and slander
- (xii) Failure to account for money had and received
- (xiii) Dishonesty of employees
- (xiv) Excess of cost estimates, credit lines, time limits
- (xv) Contractual liability exceeding legal liability
- (xvi) Infringement of patents, intellectual property rights, copyrights, trade names, trademarks of registered design and infringement of personal rights
- (xvii) Any arrangement, information or recommendation - whether this be gratuitous or not - of financial mortgage or other commercial matters, e.g. investment advice, guarantees, economic developments, developments of interest, amortization.
- (xviii) Any neglect, error or omission by the Insured in effecting or maintaining his/her insurance.



- (xix) Excluding coverage in the case the insured performs consulting and auditing activities at one and the same client, as a result of which auditing was not independent, impartial or in accordance with auditing rules.
- (xx) Investment advice.
- (xxi) Market forecast.
- (xxii) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

## **CONDITIONS**

### **CLAIMS NOTIFICATION**

1. (a) The Assured shall give to Underwriters immediate notice in writing during the Period of Insurance of:-
  - (1.1) any Claim made against any Assured; or
  - (1.2) the receipt of notice from any person or entity of their intention to make a Claim against the Assured for the results of any negligent act, error or omission, or
  - (1.3) any circumstances of which the Assured shall become aware which might reasonably be expected to give rise to a Claim being made against the Assured, giving reasons for the anticipation of such Claim, with full particulars as to dates and persons involved.

Such notice having been given as required by (1.2) or (1.3) above, any subsequent Claim made shall be deemed to have been made during the Period of Insurance.
- (b) The Assured shall give Underwriters such information and co-operation as Underwriters may reasonably require and shall not disclose to anyone the existence of this Policy without Underwriters' consent.

### **CLAIMS HANDLING**

2. The Assured as a condition precedent to their right to be indemnified under this Policy shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any Claim.

The Assured shall not be required to contest any legal proceedings unless a Counsel to be mutually agreed upon by the Assured and Underwriters shall advise that such proceedings should be contested.

The Assured shall be entitled at their own risk to contest any Claim or legal proceedings which in the opinion of Underwriters should be compromised or settled provided that Underwriters shall not be liable for any damages, costs or expenses incurred directly or indirectly as a result of the Assured's refusal to compromise or settle such Claim or legal proceedings.

### **WAIVER OF SUBROGATION AGAINST DIRECTORS OR EMPLOYEES**

3. If any payment is made under this Policy and Underwriters are thereupon subrogated to the Assured's rights of recovery in relation thereto, Underwriters agree not to exercise any such rights against any director or employee of the Assured unless the Claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

#### ADJUSTMENT OF PREMIUMS

4. If the Premium for this Policy has been calculated on any estimates furnished by the Assured, the Assured shall keep an accurate record containing all particulars relative thereto and shall at all times allow Underwriters or their duly appointed representative to inspect such records. The Assured shall within one month from expiry of the Period of Insurance furnish such particulars and information as Underwriters may require. The Premium for such period shall then be adjusted and the difference paid by or allowed to the Assured as the case may be, provided that the Premium for any Period of Insurance shall not be less than the Minimum Premium stated in the Schedule.

#### CANCELLATION

5. Either party has the right to request the cancellation of the Policy before its expiry date, being provided a 30 days prior written notice by prepaid post to the other party. The cancellation of the Policy can be requested at the initiative of the:
  - a) Assured. This party has to remit the insurance policy and the Insurer is committed to refund the part of the insurance premium for the unconsumed period, computed based on pro-rata basis. The reimbursement of the insurance premium shall be made only in case where no claim has been settled, is due or expected to be settled or the insurance contract lasted for less than 10 (ten) months.
  - b) Insurer, for non-payment of the Premium or in case where distorted information was provided or when the mention of an important circumstance was omitted by the Assured. The Insurer, at its sole discretion, is entitled to cancel the Policy in respect of the Assured for non-payment of the Premium by the Assured by the date which is 60 days after the Inception Date. Without prejudice to the right of cancellation under this clause, the Insurer shall be entitled to set off any amount of premium due but unpaid by the Assured, against any payments for Loss becoming due under this Policy in respect of any Assured.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to the Assured's last known address.

#### DUE OBSERVANCE

6. The due observance of and compliance with the terms, provisions and conditions of this Policy insofar as they relate to anything to be done or complied with by the Assured, shall be conditions precedent to any liability of Underwriters.

#### JURISDICTION

1. All disputes arising out of or under this Policy shall be subject to consideration, and in case of failure to make a consent all disputes shall be subject to determination by any Court of competent jurisdiction within Moldova according to the law which applies to that jurisdiction.

# PROFESSIONAL INDEMNITY INSURANCE POLICY

No: TPLP2023-01-0023

This is a CLAIMS first made policy.

Cover under this policy is afforded solely with respect to CLAIMS first made against an ASSURED during the POLICY PERIOD or the DISCOVERY PERIOD - if such DISCOVERY PERIOD has been agreed upon - and reported to the INSURER in writing pursuant to the terms of the policy.

Costs and expenses are inclusive within the Limit of Liability as set forth in the Schedule.

The INSURER does not have any duty to defend a CLAIM.

In consideration of the payment of premium the INSURER agrees to provide insurance in accordance with the terms of this policy.

Please read this policy carefully, hereunder the exclusions and duties of the ASSURED.

SIGNED FOR AND ON BEHALF OF:

Digitally signed by Gherasim Dimu  
Date: 2023.04.19 14:22:43 EEST  
Reason: MoldSign Signature  
Location: Moldova

THE INSURER:



Digitally signed by Plămădeală Andrei  
Date: 2023.04.19 10:50:02 CEST  
Reason: MoldSign Signature  
Location: Moldova



C.A. "DONARIS Vienna Insurance Group" SA

Digitally signed by Bujor Virgiliu  
Date: 2023.04.19 09:45:04 EEST  
Reason: MoldSign Signature  
Location: Moldova



THE ASSURED (Policy Holder):



MOORE STEPHENS KSC SRL

# PROFESSIONAL LIABILITY INSURANCE POLICY

## POLICY SCHEDULE

<b>Policy Number:</b>	TPLP2023-01-0023
<b>Type of Policy:</b>	ERRORS AND OMISSIONS
<b>Insurer and Mailing Address:</b>	DONARIS Vienna Insurance Group SA 15/7 Moscova Blvd, Chisinau, Republic of Moldova, MD-2068 IDNO - 1002600020908
<b>Assured and Mailing Address:</b>	MOORE STEPHENS KSC SRL 63 Vlaicu Pîrcălab, Chisinau, Republic of Moldova, MD-2012 IDNO - 1004600066436
<b>Period of Insurance:</b>	From 27.04.2023 To 26.04.2024 Both days at 0.00 A.M. Local Time at the mailing address.
<b>Retroactive Date:</b>	27.04.2016
<b>Assured's Business:</b>	Audit services, Tax and legal services, Bookkeeping services
<b>Limit of Liability:</b>	EUR 1,000,000 per event and in annual aggregate
<b>Deductible:</b>	EUR 10,000 each and every claim
<b>Insurance Premium:</b>	EUR 4,635
<b>Premium Payment Terms:</b>	To be paid in two instalments as follows: 1 <sup>st</sup> Instalment: EUR 2,317.50 before 27.05.2023 2 <sup>nd</sup> Instalment: EUR 2,317.50 before 27.09.2023
<b>Territorial Limits:</b>	Republic of Moldova
<b>Jurisdiction:</b>	Republic of Moldova
<b>Special Conditions:</b>	Subject to payment of the premium set out in this schedule, we agree with the Assured to provide insurance on the terms set out in this policy.  This policy is subject to the terms and conditions of standard "Errors and omissions policy wording" in use at the time of quotation, unless otherwise agreed by us in writing.
<b>Date of Issue:</b>	19 <sup>th</sup> of April 2023

SIGNED FOR AND ON BEHALF OF:

THE INSURER

.....

.....

DONARIS Vienna Insurance Group SA

THE ASSURED

  


MOORE STEPHENS KSC SRL

## **ERRORS AND OMISSIONS POLICY WORDING**

### **PREAMBLE**

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Wherever the words listed below are used in the Policy quotation and wording, they mean what is set out below:

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"Deductibles" - the amount specified in the Schedule, payable by you on each and every claim arising out of one event under that Policy Section.

"Market Value" - the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining market value.

"Location/s" - the place(s) listed in the Schedule.

"Period of Insurance" - the duration of this Policy for the period specified in the Schedule, or any renewal period for which the appropriate premiums are paid in each case.

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"we" "us" or "our" – DONARIS Vienna Insurance Group

"you" or "your" – the Assured as stated above

### **CUSTOMER INFORMATION**

#### **Money back guarantee**

If, after reading your Policy, you are not completely satisfied please contact us to discuss your concerns.

Should you still be unhappy with your policy, return it together with the Schedule within 14 days of its receipt and we will cancel it from the beginning and refund the money you paid to us in full unless you have made a claim on the Policy.

The insurance cover is in force for the Period of Insurance set out in the Schedule, subject to the satisfaction of all premium payment conditions.

We will not pay any more than the Sum Assured or Limit of Liability for each Section which is shown in the Schedule.

We will not pay the deductibles shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, you must pay the highest applicable deductible, but you need to pay only one deductible.

## LAW COSTS AND EXPENSES

In respect of claims for compensation for which you are entitled to indemnity under this policy We will pay:

- (a) all legal costs and expenses incurred by Us;
- (b) all costs awarded against You in any suit and all interest accruing after judgement has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following the judgement;
- (c) all reasonable expenses incurred by You which we have agreed to reimburse, but we will not pay for loss of earnings;
- (d) expenses incurred by You for first aid treatment for Personal Injury to others caused by an Occurrence;

provided that:

- (i) we shall not be obliged to pay any claim or judgement or to defend any suit after the applicable Limit of Indemnity has been exhausted by payment of judgements or settlements;
- (ii) if a payment exceeding the amount of the Limit of Indemnity has to be made to dispose of a claim, We will only pay the law costs and expenses in the same proportion that the Limit of Liability bears to the amount paid to dispose of the claim.

We will pay Law Costs and Expenses as set out above in addition to the Limit of Indemnity specified in the Schedule but payments in settlement of claims, suits and all costs awarded against You are subject to applicable Limit(s) of Indemnity in this Section.

## INDEMNITY CLAUSE

Underwriters agree, subject to the terms, limitations, exclusions and conditions of this Policy, to indemnify the Assured against all sums which the Assured shall become legally liable to pay as damages and claimants' costs and expenses as a result of any Claim or Claims made against the Assured and notified to Underwriters during the Period of Insurance stated in the Schedule arising out of any negligent act, error or omission on the part of,

- (a) the Assured
- (b) any employee or director of the Assured, or
- (c) any other person, persons, partnership, firm or company acting for or on behalf of the Assured,

in or about the conduct of the Assured's business as specified in the Schedule.

## LIMIT OF UNDERWRITERS' LIABILITY

Provided always that Underwriters' total aggregate liability under this Policy shall not exceed the Limit of Indemnity specified in the Schedule in respect of all Claims (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of all Claims) made against the Assured during any one Period of Insurance.

## EXCESS CLAUSE

Provided further that Underwriters shall only be liable for that part of each and every Claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of any Claim) which exceeds the amount of the Excess stated in the Schedule.

For the purpose of this clause "Claim" shall also mean all Claims attributable to or arising out of the same cause or event.

If any expenditure is incurred by Underwriters which by virtue of this clause is the responsibility of the Assured then such amount shall be reimbursed to Underwriters by the Assured forthwith.

#### **LEGAL PERSONAL REPRESENTATIVES**

In the event of the death of any Assured Underwriters will, in respect of the liability incurred by the Assured, indemnify the Assured's legal personal representatives in the terms of this Policy provided that such legal personal representatives shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy insofar as they can apply.

#### **INDEMNITY TO DIRECTORS AND EMPLOYEES**

If the Assured so requires, Underwriters will indemnify any director or employee of the Assured in like manner to the Assured, provided always that all such persons shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions, and exclusions of this Policy.

#### **CLAIM**

"Claim" shall mean:-

- (i) any writ or summons or other application of any description whatsoever or cross-claim or counter claim issued against or served upon the Assured for any negligent act, error or omission, or
- (ii) any written communication alleging a negligent act, error or omission communicated to the Assured.

#### **PERIOD OF INSURANCE**

The "Period of Insurance" means the period stated in the Schedule of the Policy.

#### **PREMIUM PAYMENT CLAUSE:**

Unless agreed otherwise the Assured/payer undertakes that the premium due to the insurer for this policy and corresponding endorsements shall be payable to the insurer directly in full or by instalments in the amounts and at the due dates as provided on the insurance premium invoice(s).

All charges and expenses related to the premium settlement, including but not limited to: costs, charges and/or commissions of the sending bank, intermediary/correspondent bank are to be borne solely by the Assured/payer.

#### **ADDITIONAL CLAUSES**

##### **SANCTION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be 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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the Republic of Moldova, the United Kingdom or the United States of America (provided that this does not violate any regulation or specific national law applicable to the undersigned Insurer).

## COMMUNICABLE DISEASE CLAUSE

Notwithstanding any provision to the contrary within this (re-)insurance agreement, this (re-)insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease; all regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## CYBER and DATA LIMITED EXCLUSION CLAUSE

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 **Cyber Act or Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act or Cyber Incident**; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act, Cyber Incident or Data**, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a Cyber Incident or a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

### Definitions

6 **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 Insured or any other party.



7 **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**.

8 **Cyber Incident** means:

8.1 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

8.2 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**.

9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## **GENERAL EXCLUSIONS**

Underwriters shall not be liable to indemnify the Assured against any Claim or Claims,

### **EMPLOYERS LIABILITY**

(a) arising directly or indirectly from bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his/her employment by the Assured under any contract or service or apprenticeship, or for any breach of any obligation owed by the Assured as an employer to any employee,

### **LAND, BUILDING ETC**

(b) arising directly or indirectly from the ownership, possession or use by or on behalf of the Assured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle,

### **DISHONESTY**

(c) arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Assured,

### **DEFAMATION**

(d) alleging libel or slander,

### **INFRINGEMENT**

(e) alleging infringement of Copyright, Patents, Registered Designs, Trade Marks or Passing-off,

### **CONTRACTUAL LIABILITY**

(f) arising directly or indirectly from any liability assumed by the Assured under any express warranty, agreement or guarantee unless such liability would have attached to the Assured notwithstanding such express warranty, agreement or guarantee,

### **PRODUCTS**

(g) arising out of or relating to goods or products, sold, supplied, repaired, altered, manufactured, installed or maintained by the Assured or any related Company or by sub-contractors of the Assured,

### **BODILY INJURY/PROPERTY DAMAGE**

(h) for bodily injury, sickness, disease, or death sustained by any person or any loss, damage or destruction of property unless such claim emanates from negligent advice, design, specification, formula or a breach of duty owed in a professional capacity by the Assured,

### **INSOLVENCY/BANKRUPTCY OF ASSURED**

(i) arising out of or relating directly or indirectly from the insolvency or bankruptcy of the Assured,

### **SEEPAGE AND POLLUTION**

(j) based upon, arising out of or relating directly or indirectly from or in consequence of or in any way involving, seepage, pollution or contamination of any kind,

#### OTHER INSURANCE

- (k) in respect of which the Assured are entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance,

#### CIRCUMSTANCES KNOWN AT INCEPTION

- (l) arising out of any circumstance(s) or occurrence(s) which could give rise to a Claim or Claims under this Policy of which the Assured is or are aware, or ought reasonably to be aware, at inception of this Policy, whether notified under any other insurance or not,

#### RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES

- (m) directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

#### LEGAL ACTION

- (n) where action for damages is brought in a court of law outside the territories specified in the Schedule, or where action is brought in a court of law within those territories to enforce a foreign judgement whether by way of Reciprocal Agreement or otherwise.

#### FINES/PENALTIES

- (o) for fines, penalties, punitive, multiple or exemplary damages.

#### **ADDITIONAL EXCLUSIONS**

- (i) General Third Party Liability, Products Liability
- (ii) Ex-Gratia Payments
- (iii) War, terrorism
- (iv) Pollution
- (v) Asbestos
- (vi) EMF (Exclusion of any loss resulting from any electric or magnetic field or electromagnetic radiation by any device or equipment).
- (vii) Toxic Mold
- (viii) Nuclear ionisation
- (ix) Guaranties, warranties
- (x) Fines, Penalties, Punitive and Exemplary Damages imposed on the insured
- (xi) Libel and slander
- (xii) Failure to account for money had and received
- (xiii) Dishonesty of employees
- (xiv) Excess of cost estimates, credit lines, time limits
- (xv) Contractual liability exceeding legal liability
- (xvi) Infringement of patents, intellectual property rights, copyrights, trade names, trademarks of registered design and infringement of personal rights
- (xvii) Any arrangement, information or recommendation - whether this be gratuitous or not - of financial mortgage or other commercial matters, e.g. investment advice, guarantees, economic developments, developments of interest, amortization.
- (xviii) Any neglect, error or omission by the Insured in effecting or maintaining his/her insurance.

- (xix) Excluding coverage in the case the insured performs consulting and auditing activities at one and the same client, as a result of which auditing was not independent, impartial or in accordance with auditing rules.
- (xx) Major international firms of accountants and auditors (e.g. KPMG, PWC, Ernst & Young, Deloitte & Touche, and their local subsidiaries)
- (xxi) Investment advice.
- (xxii) Market forecast.
- (xxiii) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

## **CONDITIONS**

### **CLAIMS NOTIFICATION**

1. (a) The Assured shall give to Underwriters immediate notice in writing during the Period of Insurance of:-
  - (1.1) any Claim made against any Assured; or
  - (1.2) the receipt of notice from any person or entity of their intention to make a Claim against the Assured for the results of any negligent act, error or omission, or
  - (1.3) any circumstances of which the Assured shall become aware which might reasonably be expected to give rise to a Claim being made against the Assured, giving reasons for the anticipation of such Claim, with full particulars as to dates and persons involved.

Such notice having been given as required by (1.2) or (1.3) above, any subsequent Claim made shall be deemed to have been made during the Period of Insurance.
- (b) The Assured shall give Underwriters such information and co-operation as Underwriters may reasonably require and shall not disclose to anyone the existence of this Policy without Underwriters' consent.

### **CLAIMS HANDLING**

2. The Assured as a condition precedent to their right to be indemnified under this Policy shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any Claim.

The Assured shall not be required to contest any legal proceedings unless a Counsel to be mutually agreed upon by the Assured and Underwriters shall advise that such proceedings should be contested.

The Assured shall be entitled at their own risk to contest any Claim or legal proceedings which in the opinion of Underwriters should be compromised or settled provided that Underwriters shall not be liable for any damages, costs or expenses incurred directly or indirectly as a result of the Assured's refusal to compromise or settle such Claim or legal proceedings.

### **WAIVER OF SUBROGATION AGAINST DIRECTORS OR EMPLOYEES**

3. If any payment is made under this Policy and Underwriters are thereupon subrogated to the Assured's rights of recovery in relation thereto, Underwriters agree not to exercise any such rights

against any director or employee of the Assured unless the Claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

#### ADJUSTMENT OF PREMIUMS

4. If the Premium for this Policy has been calculated on any estimates furnished by the Assured, the Assured shall keep an accurate record containing all particulars relative thereto and shall at all times allow Underwriters or their duly appointed representative to inspect such records. The Assured shall within one month from expiry of the Period of Insurance furnish such particulars and information as Underwriters may require. The Premium for such period shall then be adjusted and the difference paid by or allowed to the Assured as the case may be, provided that the Premium for any Period of Insurance shall not be less than the Minimum Premium stated in the Schedule.

#### CANCELLATION

5. Either party has the right to request the cancellation of the Policy before its expiry date, being provided a 30 days prior written notice by prepaid post to the other party. The cancellation of the Policy can be requested at the initiative of the:
  - a) Assured. This party has to remit the insurance policy and the Insurer is committed to refund the part of the insurance premium for the unconsumed period, computed based on pro-rata basis. The reimbursement of the insurance premium shall be made only in case where no claim has been settled, is due or expected to be settled or the insurance contract lasted for less than 10 (ten) months.
  - b) Insurer, for non-payment of the Premium or in case where distorted information was provided or when the mention of an important circumstance was omitted by the Assured. The Insurer, at its sole discretion, is entitled to cancel the Policy in respect of the Assured for non-payment of the Premium by the Assured by the date which is 60 days after the Inception Date. Without prejudice to the right of cancellation under this clause, the Insurer shall be entitled to set off any amount of premium due but unpaid by the Assured, against any payments for Loss becoming due under this Policy in respect of any Assured.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to the Assured's last known address.

#### DUE OBSERVANCE

6. The due observance of and compliance with the terms, provisions and conditions of this Policy insofar as they relate to anything to be done or complied with by the Assured, shall be conditions precedent to any liability of Underwriters.

#### JURISDICTION

1. All disputes arising out of or under this Policy shall be subject to consideration, and in case of failure to make a consent all disputes shall be subject to determination by any Court of competent jurisdiction within Moldova according to the law which applies to that jurisdiction.