

PROPOSAL FORM

ALLIANZ DIRECTORS AND OFFICERS LIABILITY INSURANCE (PRE-PRICED PACKAGE)

Version: SG 19-08-2024

The Following Documents Must Be Attached to The Proposal Form

- The audited consolidated accounts of the Applicant for the last two financial periods
- Copy of all circular letters sent to the Applicant's shareholders during the last two years.
- The latest Securities Filings (if applicable) and any copies of financial statements certified by the CEO and/or CFO.

NOTICE TO THE PROPOSED INSURED

Notice: Statement pursuant to Section 25(5) of the Insurance Act (Cap. 142) or any subsequent amendments thereof:

Please note that you are to disclose in the proposal form fully and faithfully all facts that you know or ought to know which may affect the insurance cover being applied for. Otherwise the policy issued may be void or you may risk losing all cover or part of the cover under the policy.

1. DISCLOSURE OF RELEVANT FACTS

Your Duty of Disclosure

Before you enter into a contract of insurance with an insurer, you have a duty to disclose to the insurer every matter which you know or could reasonably be expected to know. The disclosures that you make are relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Comment

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g., Claims or circumstances, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

2. CLAIMS MADE POLICY

This proposal is for a "claims made" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- Events that occurred prior to the retroactive date of the policy (if such a date is specified)
- Claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover
- Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy
- Claims made, threatened or intimated against you prior to the commencement of the period of cover
- Facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy
- Claims arising out of circumstances noted on the Proposal Form for the current period of cover or on any previous proposal form



However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

3. NOTICE

Please note that whenever used in this Proposal Form, the term Applicant shall mean Policyholder and all or any of its Subsidiaries as defined in **Allianz D&O Protect** Directors & Officers Insurance Policy Wording.

1 Name of Producer:

2 Producer Code:

SECTION 1 GENERAL INFORMATION

1 Name of Company

2 UEN (Unique Entity Number)

3 Registered Address

4 Website (if any)

5 Country of Incorporation

6 Date Established (mm/yyyy)

7 Description of Company's and its Subsidiaries' Activities

SECTION 2 DECLARATION

- | | | |
|---|-----|----|
| a) The company and its subsidiaries are not domiciled or incorporated in the USA/Canada. | Yes | No |
| b) The company and its subsidiaries have no business operations, assets or revenues derived from business operations in the USA/Canada. | Yes | No |
| c) The company and its subsidiaries are not involved in the following sectors: Airlines, Aviation and/or Aerospace, Real Estate, Construction, Manufacturing, Biotechnology, Pharmaceutical, Energy, Oil & Gas, Mining, Cryptocurrencies or Financial Services (including but not limited to any bank, insurance company, asset manager, stock exchange or private equity). | Yes | No |
| d) The company and its subsidiaries do not have any securities (including equities, debt, shares, notes, bonds or debentures) listed on any Stock Exchange. | Yes | No |
| e) The company and its subsidiaries have total asset size that exceeds total liabilities and there is no audit qualification, including any financial restatements or profit warnings, based on the latest consolidated audited financial statements. | Yes | No |
| f) The company and its subsidiaries have current assets that exceed current liabilities (net current assets). | Yes | No |
| g) The company and its subsidiaries have been in continuous operations for at least the past 12 months. | Yes | No |
| h) The company, its subsidiaries and its directors or officers, after full enquiries, have never been the subject of any disciplinary proceedings or had any claims against them; and are not aware of any circumstances and/or facts which may give rise to a claim being made under this policy. | Yes | No |

Please note: If the answer to any of the questions in Section 2 above is 'No', the submission of a full proposal form and an underwriting review will be required.

SECTION 3 CHOICE OF COVER

Limit of Liability

If the answer to each of the questions in Section 2 above is “Yes”, please select a limit of liability in the table based on your total consolidated asset size. Otherwise, or if you have total consolidated asset size greater than S\$100,000,000 and/or require a limit of indemnity greater than S\$5,000,000, please reach out to your insurance agent and/or broker for further assistance.

Total Consolidated Assets (including all subsidiaries)	Limit of Liability			
	S\$1,000,000	S\$2,000,000	S\$3,000,000	S\$5,000,000
Less than S\$10mil	S\$1,620.00	S\$2,290.00	S\$2,830.00	S\$3,720.00
S\$10mil - S\$30mil	S\$1,800.00	S\$2,560.00	S\$3,230.00	S\$4,080.00
S\$30mil - S\$50mil	S\$2,250.00	S\$3,230.00	S\$3,940.00	S\$5,150.00
S\$50mil - S\$75mil	S\$2,560.00	S\$3,680.00	S\$4,390.00	S\$5,690.00
S\$75mil - S\$100mil	S\$2,960.00	S\$4,170.00	S\$5,060.00	S\$6,540.00

Premiums above **include** prevailing GST.

For existing D&O insurance policyholders:

- Current Expiry Date:
- Current Retroactive Date:
- Current Pending and/or Prior Litigation Date (or Continuity Date):

Company Employment Practices Liability (EPL) Cover – Optional

Please confirm the following if you would like for the policy to be extended to provide cover for claims made against the company for employment-related claims:

- | | | | |
|----|--|-----|----|
| a) | There have been no termination, layoff and/or retrenchments, consolidation and/or restructuring, or closure of any plant, facility, branch, and/or office in the past 1 year and none are expected over the next 1 year. | Yes | No |
| b) | The current number of employees does not exceed 180 employees. | Yes | No |

If the answer to both of the questions above is “Yes”, please select a sub-limit of liability for the company EPL cover in the table based on your total consolidated asset size. If you require a sub-limit of liability greater than S\$1,000,000, please reach out to your insurance agent and/or broker for further assistance.

Total Consolidated Assets (including all subsidiaries)	Deductible	Limit of Liability		
		S\$250,000	S\$500,000	S\$1,000,000
Less than S\$10mil	S\$10,000	S\$590.00	S\$840.00	S\$1,160.00
S\$10mil - S\$30mil	S\$15,000	S\$710.00	S\$970.00	S\$1,280.00
S\$30mil - S\$50mil	S\$15,000	S\$1,030.00	S\$1,290.00	S\$1,600.00
S\$50mil - S\$75mil	S\$15,000	S\$1,100.00	S\$1,360.00	S\$1,670.00
S\$75mil - S\$100mil	S\$15,000	S\$1,300.00	S\$1,550.00	S\$1,870.00

Premiums above **include** prevailing GST.

SECTION 4: POLICY SUB-LIMITS SUMMARY

	Sublimit available, each and every Claim and/or Related Claim and in the aggregate	Applicable Deductible, any other Claim
Insuring Covers		
Directors & Officers Liability	Full Policy Limit	Nil
Company Reimbursement Coverage	Full Policy Limit	S\$10,000
Company Insurance for Securities Claims	Not Covered	Not Applicable
Investigation Costs (Claims-Made Basis)	Full Policy Limit	Insured: Nil CRI: S\$10,000
Extensions		
Asset and Liberty Proceeding Support	Full Policy Limit	
Shareholder Claims Costs	Full Policy Limit	
Mitigation Cost	25% of Policy Limit	
Reputational Crisis Costs	25% of Policy Limit	
Emergency Costs	10% of Policy Limit	
Group Personal Accident (for all directors and officers only)	S\$50,000 in the aggregate	
Continuity Date	Policy Inception or as per expiring (for existing D&O insurance policyholders)	
Retroactive Date	Unlimited, excluding any known claims/circumstances or as per expiring (for existing D&O insurance policyholders)	
Geographical Scope	Worldwide including United States of America or the Dominion of Canada and their territories or protectorates	
Non-Executive Additional Amount	25% of Policy Limit or maximum S\$1,000,000 in the aggregate, whichever is lower, extended to cover all directors and officers	
Discovery Period	12 months at 100% additional premium	



Declaration

I/We understand and agree that any information provided herein and/or in any other related document may be provided to third parties in relation to the insurance cover applied for including without limitation, vendors, reinsurers and professional *advisers*. For the avoidance of doubt, such consent applies to all information provided by the undersigned for and/or on behalf of the proposed insured(s), where applicable.

I DECLARE that the above statements are true and complete to the best of my knowledge and belief and that no material facts have been misstated or suppressed after reasonable enquiry. I undertake to inform insurers of any material alteration to those facts occurring before inception of the insurance.

A material fact is one which would influence the acceptance or assessment of the risk.

Signed

Chairman/Chief Executive/Managing Director
(This form must be signed by the Chairman, Chief Executive or Managing Director)

Name of signatory:

Applicant

Date