

**PROFESSIONAL INDEMNITY
INSURANCE POLICY**

Type:	Professional Inmdenity
Insured:	MottaEssex UK Ltd and/or SRL Mottaeesex and/or MOTTAESSEX CEPHE SİSTEMLERİ SANAYİ VE TİCARET A.Ş.
Address:	Fatih Sultan Mehmet Mah. Poligon Cad. Buyaka 2 Sitesi 1 Blok No:8A, İç kapı No:2 Ümraniye/İstanbul Türkiye
Insurer:	Ray Sigorta A.Ş.
Policy No:	303-1386336895-0-0
Business Type/Industry:	Manufacturing / Facade Cladding System
Period:	21.05.2025 – 21.05.2026 both days inclusive
Indemnity Limit:	GBP 5,000,000 any one occurrence and GBP 10,000,000 in the annual aggregate
Deductible:	GBP 25,000 each and every loss
Annual Turnover:	EUR 3,500,000
Territorial Scope:	Worldwide excluding USA&Canada
Jurisdiction:	Turkish Law and Turkey and Law of UK
Trigger:	Claims Made Basis
Wording:	As per Attached

Conditions:

- Trigger: Claims Made Basis
- Costs Inclusive Clause
- Our acceptance is subject to a clean loss record for the past 3 years.
- In case of cancellation, short period rate shall apply.
- Claims Control Clause – NMA 2738
- PPW: 90 days from the date of inception - LSW 3001
- Excluding all matters, which have been notified to the insured or which the insured is aware at inception.
- Subject to NKORL, nor circumstances that might lead to a loss, last 5 years up to date of binding cover.

Sub-Limits:

Loss of Documents: 10% of the Policy Limit and Subject to GBP 5,000 deductible
 Libel and Slander: 10% of the Policy Limit and Subject to GBP 5,000 deductible
 Employee Dishonest: 10% of the Policy Limit and Subject to GBP 5,000 deductible

Extensions:

- Infringement of Copyright
- Breach of Confidentiality
- Loss Mitigation Expenses sub-limited to GBP 300,000
- The cost to renew or reinstate design Works sub-limited to GBP 300,000
- Judicial Costs sub-limited to GBP 300,000
- Communication & Notification Expenses sub-limited to GBP 150,000
- Court Attendance Expenses sub-limited to GBP 150,000

Exclusions:

- Excluding Sabotage, Terrorism, War & Civil War
- Asbestos Exclusion 11/02 LSW 1165
- Excluding Punitive and Exemplary Damages
- Excluding Cyber Liability
- Excluding Credit and Surety
- Excluding D&O
- LMA 5369 – Communicable Disease Exclusion
- Excluding Consequential Loss
- Excluding Electrical / Mechanical Breakdown
- Excluding Public Liability, Product Liability
- Excluding Delay / Failure to meet deadline..
- Gradual Environment Impairment Exclusion Clause (LMC1 (B))
- G510:Radioactive Contamination Exclusion Clause
- Sanction & Limitations Clause – LMA 3100
- Nuclear Energy Risks Exclusion – NMA 1975 (a)
- Excluding Ex-gratia settlements

CLAIMS CONTROL CLAUSE

Notwithstanding anything contained in the Insurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that: The Insured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Insurers thereof by e-mail, facsimile or in writing immediately and in any event within 15 days. The Insured shall furnish the Insurers with all information respecting any claim or claims notified in accordance with a) above and shall thereafter keep the Insurers fully informed as regards all developments relating thereto as soon as reasonably practicable. The Insurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments and settlements in connection with such claim or claims. No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Insurers.

CONFORMITY TO STATUTES CLAUSE

Terms of the insurance agreement which are in conflict with any applicable statutes of Turkey, the country wherein the insurance policy is issued, will be deemed to have been amended to conform to such statutes.

SANCTION CLAUSE

Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties. This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America, insofar as those are not in contradiction to European or German legislative provisions.

IMIA ADVANCED CYBER EXCLUSION 2018 CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows: 1. Any loss, damage, liability, costs or expenses directly or indirectly caused by or contributed to or resulting from the cyber incidents as set forth in the following provisions a) to g) are not covered by this Policy, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, liability, costs or expenses: Damage to or Loss of Data occurring on the Insured's Computer Systems, or a Computer Malicious Act on the Insured's Computer Systems, or Computer Malware on the Insured's Computer Systems, or

- a Human Error affecting the Insured's Computer Systems, or
- a System Failure occurring on the Insured's Computer Systems, or
- a Defect of the Insured's Computer Systems, or a Cyber Extortion

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable

Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. 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

3.2. 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

3.3. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396 17 April 2020