

Policy (Shipowner's Liability Insurance Contract)

No. _____ dd. _____

Under this Policy (Insurance Contract), hereinafter referred to as "the Policy", the Insurer undertakes, subject to payment of agreed premium, in case of occurrence an accident provided in the Policy to indemnify the Policyholder or other entity or person, in benefit of which the insurance contract is entered into, hereinafter referred to as "the Assured", any loss caused to the property insured by such accident or occurrence, or any loss in connection with other interests Insured (to pay insurance indemnity) within the sum insured (liability limit) specified in the Policy.

Insurer: **Limited Liability Company Insurance Company Sberbank Insurance**

Location:

121170, Moscow, st. Poklonnaya, 3, bldg. 1, 1st floor, room 3

License SI No. 4331 dated 12 October 2020

TIN: 7706810747, KPP: 773001001,

PSRN: 1147746683479

Calc. check: 40701810100020019102

in PJSC Sberbank

Corr. account: 30101810400000000225

BIC: 044525225

Information about the Insurer, contacts and working hours of the structural divisions of the Insurer is available on the website:

<https://sberbankins.ru>

Policyholder: **XYZ Company**

Address:

TIN

Bank account:

Telephone:

E-mail: *

* To receive information from the Insurer (including legally significant messages), including receipt of the Rules, as well as information about the termination of insurance under this Policy.

Insurance Rules: The Rules of Shipowner's Liability Insurance No. 122 as amended as of the date of issuing of the Policy, hereinafter referred to as the "Rules".

Interest:

- Valuable interests of the Policyholder (the Assured) associated with the risk of liability for causing harm to third parties;
- Valuable interests of the Policyholder (the Assured) associated with the financial risk of unforeseen expenses.

Vessel:

Name	:
IMO	:
Type	:
Built	:
GT	:
Class	:

	Flag _____ :
Sum Insured/ Limit of liability:	USD _____ any one accident or occurrence or series of accidents or occurrences arising out of one event. Combined single limit. Sub-limit: USD _____ any one seaman any one accident or occurrence in connection with claims as per paras 5.1 and 6.2 of the Rules.
Period:	12 months from 00 hours 00 minutes MSK _____ 2024 to 24 hours 00 minutes MSK _____ 2025
Trading area:	Worldwide, always in accordance with the requirements and exceptions provided for by the Rules of Insurance. This insurance does not cover any loss, damage, liability and expenses if they caused during the period when the vessel was in the territorial waters or exclusive economic zone of Ukraine
Conditions:	Subject to Section 5 of the Rules: 5.1. Liability in respect of seamen. 5.2. Liability to passengers of the insured vessel. 5.3. Liability to persons other than seamen. 5.4. Life salvage. 5.5. Stowaways and refugees. 5.6. Diversion expenses. 5.7. Liability arising from collision with other vessels. 5.8. Liability as a result of damage caused to any other ship otherwise than by collision. 5.9. Liability for loss or damage to property. 5.10. Pollution liability. 5.11. Liability arising out of towage. 5.12. Liability arising under certain indemnities and contracts. 5.13. Wreck removal liability. 5.14. Cargo liability. 5.15. Liability for property on the insured vessel. 5.16. General average. 5.17. Special compensation to salvors. 5.18. Quarantine expenses. 5.19. Fines. 5.20. Sue and labour and legal costs. 5.21. Enquiry expenses.

Including:

6.2. Liability in accordance with the Maritime Labour Convention 2006 (MLC 2006)

6.6. War Risks (hazards).

Exclusions:

In accordance with the Rules.

Deductibles:

- USD _____ for Liability in respect of seamen claims (para 5.1 of the Rules) any one accident or occurrence.
 - USD _____ for Pollution Liability claims (para 5.10 of the Rules) any one accident or occurrence.
 - USD _____ for Wreck removal liability claims (para 5.13 of the Rules) any one accident or occurrence.
 - USD _____ for all other risks any one accident or occurrence.
- If, as a result of one event, the Insurer is liable to pay indemnities for different risks insured, the deductible shall apply for each risk insured.

Law and Jurisdiction:

This insurance is governed by and subject to the current legislation of the Russian Federation.
The procedure for resolving disputes is in accordance with the Rules.

Premium:

USD _____ per annum.

The insurance premium under this Policy shall be paid by bank transfer to the account of the Insurer not later than _____ 2024.

Form of applications and notices:

Applications and notices made to each other by the Parties in the process of executing the Policy shall be made in writing to the addresses and other contact details of the Parties specified in the sections "Insurer" and "Policyholder" of this Policy.

Other conditions:

1. When concluding, executing, amending and terminating this Policy, the Parties undertake not to carry out actions qualified by applicable law as "corruption"¹, as well as other actions (inaction) that violate the requirements of applicable law, applicable international law in the field of combating corruption .
2. All changes and additions to the Policy are valid only if they are made by drawing up an additional agreement in the same form as the Policy.
3. By signing this Policy, the Policyholder confirms:
 - 3.1. that at the conclusion of the Policy he was provided with complete and reliable information:
 - in accordance with Section 22 of the Rules. The Policyholder is familiar with and agrees to the conditions specified in Section 22 of the Rules. The information specified in Section 22 of the Rules has been fully explained by the Insurer.

¹ The term of «corruption» shall mean a term as per art. 1 of Federal Law of 25.12.2008 No. 273-FZ "Anti-corruption Law"

- about the absence of a condition for the return of the paid insurance premium to the Policyholder in case of refusal of the Policy by the Policyholder;
- 3.2. that he received the Rules, got acquainted with them before the conclusion of the Policy, agrees with them and undertakes to fulfill them;
- 3.3. that he was provided with documents confirming the authority of the representative of the Insurer to sign this Policy.
- 4. The Policyholder is obliged to notify the Insurer of changes in the data specified in this Policy, including changes in address, e-mail and telephone number, no later than 5 (five) business days from the date of change in the relevant data.
- 5. Privacy Policy
 - 5.1. Disclosing Party - a Party that discloses confidential information to another Party.
 - 5.2. Receiving Party - the Party that receives confidential information from the other Party.
 - 5.3. The Parties hereby agree that the terms of this Agreement and any information that the Parties exchanged in the process of concluding, executing and terminating the Agreement are confidential information. During the term of this Agreement and within 3 (three) years after its termination (unless a longer period is provided for by the legislation of the Russian Federation). The Receiving Party undertakes not to disclose, without the prior mandatory written consent of the Disclosing Party, any confidential information received from the Disclosing Party. When any confidential information is disclosed to a third party with such consent, the Receiving Party disclosing such confidential information to a third party must ensure that the third party has undertaken to maintain the confidentiality of such information on terms similar to those set forth in this section of the Agreement.
 - 5.4. The Receiving Party that has received any confidential information, including orally, provided that a written communication regarding the confidentiality of such information was received from the Disclosing Party, shall not disclose it, and undertakes to process such information with the degree of care and discretion that applies regarding her information of the same level of importance.
 - 5.5. Information received by the Receiving Party is not considered confidential and, accordingly, the Receiving Party does not have an obligation to maintain confidentiality with respect to such information if it satisfies one of the following characteristics:
 - 5.5.1. the information at the time of its disclosure is publicly known;
 - 5.5.2. the information is submitted to the Receiving Party with a written indication that it is not confidential;
 - 5.5.3. the information is legally obtained from any third party;
 - 5.5.4. information cannot be confidential in accordance with the legislation of the Russian Federation.
 - 5.6. The Receiving Party shall not disclose confidential information without the consent of the Disclosing Party.

- 5.7. Information must be disclosed in accordance with the law, other regulatory legal act, judicial act, provided that the Party that received information from the other Party, in advance in writing and confirming the need for such disclosure, notifies the other Party about it.
- 5.8. In case of violation of the terms of confidentiality by one of the Parties, such Party must compensate the other Party for real damages on the basis of an arbitration court decision that has entered into force. The Parties will take all necessary and sufficient measures to prevent the disclosure of the information received about the personal data of the Insureds - individuals, employees of the Agent and the Insurer to third parties. The Parties undertake to process personal data of individuals transmitted by one Party and received by the other Party in accordance with the requirements of Federal Law No. 152-FZ "On Personal Data". The Parties undertake not to disclose to third parties and not to disseminate the personal data of the Insureds, employees of the Agent and the Insurer without their consent, except as otherwise provided by the current legislation of the Russian Federation.

Annexes:

1. The Rules of Shipowner's Liability Insurance No. 122 as amended as of the date of issuing of the Policy

All annexes to this Policy are an integral part thereof.

Signatures of the Parties

For an on behalf of the Policyholder

**For an on behalf of the Insurer
Insurance Company Sberbank Insurance**

_____ / _____ /

_____ / _____ /