



### COACTION COLLABORATOR<sup>SM</sup> EXCESS SIDE-A DIC DECLARATIONS

THIS POLICY IS A CLAIMS MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED PERSONS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER PURSUANT TO THE TERMS HEREIN. CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS.

PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

|                                                  |                      |
|--------------------------------------------------|----------------------|
| <b>The Insurer</b> ( <i>hereafter, Insurer</i> ) | <b>Producer</b>      |
| <br><br><br><br><br>                             | <br><br><br><br><br> |
| <b>Policy Number:</b>                            | <b>Renewal of:</b>   |

**ITEM 1. Named Entity and Address:**

**ITEM 2. Policy Period:**

From: To:  
(12:01 a.m. local time at the address of the Named Entity stated in ITEM 1)

**ITEM 3. Limits of Liability:**

**A. Limit of Liability:**

Aggregate Limit of Liability for all **Loss** paid on behalf of all **Insured Persons**.

**B. First Reinstated Limit of Liability:**

**C. Second Reinstated Limit of Liability:**

The Limits of Liability in ITEMS 3.A., 3.B. and 3.C. are separate and independent. Please refer to Section V. of the Policy for details on how the reinstatements operate.

**D. Sublimits of Liability:**

**1. Publicity Expenses:**

**2. Asset Protection Expenses:**

**3. Liberty Protection Expenses:**

The **Publicity Expenses**, **Asset Protection Expenses** and **Liberty Protection Expenses** are part of, and not in addition to, the Limit of Liability specified in ITEM 3.A. and any applicable Reinstated Limit of Liability specified above.

**ITEM 4. Total Underlying Limits:**

**ITEM 5. Followed Policy:**

| Insurer | Policy No | Limit Of Liability | Attachment | Policy Period |
|---------|-----------|--------------------|------------|---------------|
|         |           |                    |            |               |

**ITEM 6. Policy Premium: \$0****ITEM 7. Extended Reporting Period:** One (1) year: 125% of the Annualized Premium in ITEM 6 Above**ITEM 8. Run-Off Coverage Period:**

1. One (1) year: 125% of the Annualized Premium in ITEM 6 Above
2. Three (3) years: 175% of the Annualized Premium in ITEM 6 Above
3. Six (6) years: 225% of the Annualized Premium in ITEM 6 Above

**ITEM 9. Notice to Insurer:**Notice of **Claim** or Potential **Claim**:By Email: [claims@coactionspecialty.com](mailto:claims@coactionspecialty.com)

By Mail:

Attn: Head of Claims Department  
Coaction Claims Department  
412 Mt. Kemble Avenue Suite 300C  
Morristown, NJ 07960

All Other Notices:

Gotham Insurance Company  
412 Mt. Kemble Avenue, Suite 300C  
Morristown, NJ 07960

**ITEM 10. Forms and Endorsements Applicable To This Policy On The Date This Policy Is Issued:**

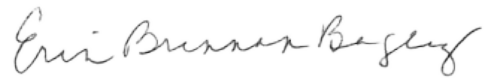
See Schedule of Forms and Endorsements

SIGNATURE PAGE

**In witness whereof**, Gotham Insurance Company has caused this policy to be signed by its Chief Executive Officer and Secretary.

A handwritten signature in black ink, appearing to read "Jonathan Ritz". The signature is stylized with a large initial "J" and "R".

Jonathan Ritz  
Chief Executive Officer

A handwritten signature in black ink, appearing to read "Erin Brennan Bagley". The signature is written in a cursive style.

Erin Brennan Bagley  
Secretary

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Named Insured: Excess Side-A DIC  
Policy #:  
Policy Period: 10-01-2024 to 10-01-2025

IL 0001 (0122)

POLICY NO:

## SCHEDULE OF FORMS AND ENDORSEMENTS

|                                                                                                                                                                                                                                                                       |                              |                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------|
| NAMED INSURED<br>Excess Side-A DIC                                                                                                                                                                                                                                    | EFFECTIVE DATE<br>10-01-2024 | POLICY NUMBER                                               |
| IF THIS ENDORSEMENT IS LISTED IN THE POLICY DECLARATIONS, IT IS IN EFFECT FROM THE TIME COVERAGE UNDER THIS POLICY COMMENCES. OTHERWISE, THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AS SHOWN ABOVE AT THE SAME TIME OR HOUR OF THE DAY AS THE POLICY BECAME EFFECTIVE. |                              | COUNTERSIGNED BY:<br><br>_____<br>AUTHORIZED REPRESENTATIVE |

### FORMS THAT APPLY TO

| NUMBER   | EDITION DATE | TITLE                                                                |
|----------|--------------|----------------------------------------------------------------------|
| DICDS01  | 1023         | COACTION COLLABORATOR EXCESS SIDE-A DIC DECLARATIONS                 |
| IL0001   | 0122         | SIGNATURE PAGE                                                       |
| IL0012   | 0711         | SCHEDULE OF FORMS AND ENDORSEMENTS                                   |
| DIC0001  | 1023         | COACTION COLLABORATOR EXCESS SIDE-A DIC INSURANCE POLICY             |
| PN049937 | 1117         | How To Report a Claim                                                |
| ILPS0019 | 1012         | SERVICE OF SUIT                                                      |
| PN049998 | 0922         | POLICYHOLDER DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT |

# COACTION COLLABORATOR<sup>SM</sup>

## EXCESS SIDE-A DIC INSURANCE POLICY

NOTICE: UNLESS OTHERWISE STATED IN THIS POLICY, **CLAIM EXPENSES** AND OTHER EXPENSES COVERED BY THIS POLICY REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY OR APPLICABLE SUBLIMIT. THE **INSURER** IS NOT OBLIGATED TO PAY ANY **LOSS** OR DEFEND ANY **CLAIM**, INCLUDING **CLAIM EXPENSES** OR OTHER EXPENSES COVERED BY THIS POLICY, AFTER THE LIMIT OF LIABILITY OR APPLICABLE SUBLIMIT HAS BEEN EXHAUSTED BY PAYMENT OF **LOSS**.

In consideration of payment of the premium charged and in reliance on the **Application**, the **Insurer**, the **Named Entity** and the **Insured Persons** agree as follows:

### I. INSURING AGREEMENT

The **Insurer** shall pay on behalf of the **Insured Person** all **Non-Indemnifiable Loss** resulting from any **Claim** for a **Wrongful Act** first made against the **Insured Person** during the **Policy Period**, the **Extended Reporting Period** or the **Run-Off Coverage Period**, if exercised, provided such **Non-Indemnifiable Loss** is not paid by any **Underlying Insurer** for any reason, including because of a **DIC Event**.

### II. COVERAGE ENHANCEMENTS

Subject to the other terms and conditions of this Policy, coverage under this Policy is extended as follows:

#### A. **Publicity Expense Coverage**

Subject to the Sublimit of Liability for all **Publicity Expenses** set forth in Item 3.D.1. of the Declarations, the **Insurer** shall pay **Publicity Expenses** on behalf of an **Insured Person** as a result of any **Negative Publicity** first made during the **Policy Period**. The Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability specified in Item 3.A. of the Declarations and any applicable Reinstated Limit of Liability.

#### B. **Asset Protection Coverage**

Subject to the Sublimit of Liability for all **Asset Protection Expenses** set forth in Item 3.D.2. of the Declarations, the **Insurer** shall pay **Asset Protection Expenses** on behalf of an **Insured Person** as a result of an **Asset Restraint Order** entered against the **Insured Person** during the **Policy Period**. The Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability specified in Item 3.A. of the Declarations and any applicable Reinstated Limit of Liability.

#### C. **Liberty Protection Coverage**

Subject to the Sublimit of Liability for all **Liberty Protection Expenses** set forth in Item 3.D.3. of the Declarations, the **Insurer** shall pay **Liberty Protection Expenses** incurred by an **Insured Person** as a result of a **Claim** described in Section III.E.(6) that first takes place during the **Policy Period**. The Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability specified in Item 3.A. of the Declarations and any applicable Reinstated Limit of Liability.

#### D. **Outside Position Coverage**

Coverage shall include coverage for **Insured Persons** while serving in an **Outside Position**. Such coverage shall be specifically excess of any indemnification or insurance provided by or available from the **Outside Entity**.

#### E. **Sublimit Dropdown Coverage**

If any **Non-Indemnifiable Loss** is subject to a sublimit of liability under the **Followed Policy**, this Policy shall pay such **Non-Indemnifiable Loss** of any **Insured Person** excess of amounts actually paid under any **Underlying Policy**, regardless of whether the full limit of liability of any **Underlying Policy** has been exhausted. This Policy shall provide coverage for such **Non-Indemnifiable Loss** subject to a Sublimit of Liability equal to that set forth in the **Followed Policy**, which shall be part of, and not in addition to, the Limit of Liability specified in Item 3.A. of the Declarations and any applicable Reinstated Limit of Liability.

#### F. **Follow Form Coverage**

In the event the terms and conditions of any **Underlying Policy** provides more favorable coverage for an **Insured Person** than is provided by this Policy, then notwithstanding anything to the contrary herein, this Policy is amended to provide coverage pursuant to such broader terms and conditions, provided that:

- (1) this Policy shall remain subject to the following provisions of this Policy: Item 3 of the Declarations (Limits of Liability); Item 4 of the Declarations (Total Underlying Limits); Section V. LIMITS OF LIABILITY; Section VI. NOTICE; Section VII. DEFENSE AND SETTLEMENT; Section VIII. COOPERATION; Section IX. EXTENDED REPORTING PERIODS; Section X. CHANGES TO THE COMPANY; Section XI. OTHER INSURANCE; Section XII. SEVERABILITY AND NON-RESCISSION; Section XIV. SUBROGATION; Section XV. CANCELLATION AND NON-RENEWAL; Section XX. AUTHORIZATION OF THE NAMED ENTITY; and any endorsements to this Policy; and
- (2) this Policy shall not cover the **Company** for any claim made against the **Company** or any amount indemnified, advanced or paid by the **Company** on behalf of any **Insured Person**.

### III. DEFINITIONS

The following terms shall have these meanings for this Policy:

- A. **Asset Protection Expenses** means reasonable legal fees and expenses incurred by the **Insured Person**, with the **Insurer's** prior written consent, to oppose an **Asset Restraint Order** or to seek to discharge or revoke an **Asset Restraint Order**.
- B. **Asset Restraint Order** means any order issued by a **Government Enforcement Authority** to seize or enjoin the **Insured Person's** personal assets in connection with a **Claim** otherwise covered under this Policy.
- C. **Application** means:
  - (1) the application for this insurance, including any written materials, statements, representations, warranties and information provided to the **Insurer** by or on behalf of the **Company** or the **Insured Persons** during the negotiation of this Policy or in connection with the underwriting of this Policy; and
  - (2) all publicly available documents filed by the **Company** with the U.S. Securities and Exchange Commission during the twelve (12) months preceding the inception of this Policy.

The **Application** is deemed attached to and incorporated into this Policy.

- D. **Change in Control** means:

- (1) the **Named Entity**:
  - (a) selling all or substantially all of its assets to any other person or entity or group of persons or entities; or
  - (b) merging or consolidating with another entity and the **Named Entity** is not the surviving entity; or
- (2) any person, entity or group of persons or entities acquiring:
  - (a) an ownership interest of the **Named Entity** representing more than fifty percent (50%) of the power to manage or control the **Named Entity**, including the power to elect, appoint or designate a majority of the board of directors or equivalent executives of such entity; or
  - (b) the right pursuant to a written contract or the by-laws, charter, operating agreement or similar document of the **Named Entity** (including a limited liability company or joint venture) to elect, appoint or designate a majority of the board of directors or equivalent executives of the **Named Entity**.

- E. **Claim** means:

- (1) a written demand against an **Insured Person** for monetary damages or non-monetary (including injunctive) relief, including a demand or request for arbitration, mediation or other alternative dispute resolution, or a request that the **Insured Person** toll or waive a statute of limitations;
- (2) a civil proceeding against an **Insured Person** commenced by the service of a complaint or similar pleading;
- (3) a criminal proceeding against an **Insured Person** commenced by the return of an indictment, information or receipt of a notice of charges or similar document;
- (4) a formal administrative or regulatory proceeding against an **Insured Person** commenced by the receipt of a notice of charges or similar document;
- (5) solely with respect to the Insuring Agreement, an **Inquiry**, provided that the **Inquiry** shall be deemed a **Claim** only if the **Insured Person** elects to provide written notice of such **Inquiry** to the **Insurer** pursuant to Section VI.B. of this Policy and an **Inquiry** shall be treated as a **Claim** for a **Wrongful Act** whether or not a **Wrongful Act** is alleged;

- (6) the arrest or confinement of an **Insured Person** to a specified residence or a secure custodial premises operated by or on behalf of any **Government Enforcement Authority**, if such arrest or confinement is in connection with the business of the **Company** or an **Insured Person's** capacity as such;
- (7) a civil, criminal, administrative, or regulatory investigation of an **Insured Person** by a **Government Enforcement Authority**, commenced by the **Insured Person's** receipt of a subpoena, Wells Notice, target letter (within the meaning of Title 9, §11.151 of the U.S. Attorney's Manual), formal order of investigation, civil investigative demand or other similar document that identifies the **Insured Person** as the target of such investigation; or
- (8) an official request for the **Extradition** of any **Insured Person** or the execution of a warrant for the arrest of any **Insured Person** where such execution is part of the **Extradition**.

In no event shall any investigation of the **Insured Person** qualify as a **Claim** under Section III.E.(1)-(4) above.

Except as provided in Section VI.E of this Policy, a **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured Person**.

F. **Claim Expenses** means reasonable legal fees and expenses incurred:

- (1) in the investigation, defense or appeal of any **Claim** (including the cost of an appeal or attachment bond, but the **Insurer** shall not have any obligation to apply for or furnish such a bond); or
- (2) to assist the **Insurer's** investigation of a **Claim** at the request of the **Insurer**.

**Claim Expenses** include **Clawback Claim Expenses** and **UK Company Manslaughter Claim Expenses**. **Claim Expenses** do not include any salaries, wages, fees or benefits of any **Insured Person**, or any overhead expenses of any **Company**.

G. **Clawback Claim Expenses** means reasonable legal fees and expenses (including the premium or origination fee for a loan or bond, without any obligation of the **Insurer** to apply for or furnish such loan or bond) incurred by the **Insured Person** to investigate or defend any **Claim** timely reported to the **Insurer** to facilitate the return of amounts required to be paid by such **Insured Person** under Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Act of 2010, or any rules, regulations or policies thereunder. **Clawback Claim Expenses** do not include the payment, return, reimbursement, disgorgement or restitution of any amounts requested or required to be paid by such **Insured Person**.

H. **Company** means the **Named Entity** and any **Subsidiary**, including in the event of a bankruptcy, any such entity as a debtor in possession as such term is used in Chapter 11 of the United States Bankruptcy Code or equivalent law or rule of a **Foreign Jurisdiction**.

I. **Derivative Demand** means:

- (1) a written demand by a shareholder of the **Company** to the board of directors of the **Company** (or equivalent managing body) to investigate or bring a **Claim** against the **Insured Person** for a **Wrongful Act**; or
- (2) any lawsuit brought by a shareholder of the **Company** derivatively on behalf of the **Company**.

J. **DIC Event** means any of the following:

- (1) failure of an **Underlying Insurer** to pay **Non-Indemnifiable Loss** of any **Insured Person** within forty-five (45) days after such indemnification is requested by, or on behalf of, the **Insured Person**;
- (2) according to the terms and conditions of the **Underlying Policy**, the **Underlying Insurer** is not liable for **Non-Indemnifiable Loss**;
- (3) actual or attempted avoidance, rescission or cancellation of any **Underlying Policy** by an **Underlying Insurer**;
- (4) refusal or denial of an **Underlying Insurer** to provide coverage for any reason to any **Insured Person** for **Non-Indemnifiable Loss** as required under the terms of the **Underlying Policy**;
- (5) failure or refusal of an **Underlying Insurer** to pay **Non-Indemnifiable Loss** because the proceeds of the **Underlying Policy** are subject to an injunction or other order prohibiting such payment or to the automatic stay under the U.S. Bankruptcy Code or any similar state, foreign, local or common law in another country;
- (6) failure or refusal of an **Underlying Insurer** to pay **Non-Indemnifiable Loss** because the **Underlying Insurer** does not hold a local license or is not authorized in the applicable jurisdiction to underwrite or afford coverage described in the **Underlying Policy**; or

- (7) an **Underlying Insurer** being subject to a receivership, liquidation, bankruptcy, insolvency, dissolution, rehabilitation or any similar proceeding or being taken over by any regulatory authority before, during or after the **Policy Period**.
- K. **Domestic Partner** means any natural person who qualifies as a domestic partner under any applicable federal, state or local law or under the terms of any formal program established by the **Company**.
- L. **Executive** means any natural person who was, is or will become:
- (1) a duly elected or appointed director (including a de facto director and shadow director), trustee (other than a bankruptcy trustee), governor, **Manager**, officer, in-house general counsel, risk manager, director of investor relations, director of human resources, controller, advisory director, board observer or the functional equivalent of any of the foregoing of the **Company**; or
  - (2) with respect to a **Company** incorporated or based in a **Foreign Jurisdiction**, a natural person serving in a position that is the foreign equivalent to a position listed in Section III.L.(1) above.
- M. **Executive Officer** means any natural person who was, is or will be the chief executive officer, chief financial officer, in-house general counsel of the **Company** or the functional equivalent of any of the foregoing positions.
- N. **Extended Reporting Period** means the continuation of the reporting period of this Policy for the time periods set forth in Section IX. (Cancellation and Non-Renewal, Bankruptcy, Former Insured Person) of this Policy.
- O. **Extradition** means any formal process through which the **Insured Person** located in any country is surrendered, or sought to be surrendered, to any other country to answer for any criminal accusation, including the execution of an arrest warrant where such execution is an element of such process due to a **Wrongful Act**.
- P. **Financial Impairment** means:
- (1) the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Company**; or
  - (2) the **Company** becoming a debtor in possession as defined under the U.S. Bankruptcy Code or equivalent law or rule of a **Foreign Jurisdiction**.
- Q. **Followed Policy** means the policy specified in Item 5 of the Declarations.
- R. **Foreign Jurisdiction** means any jurisdiction other than the United States of America, its territories, or possessions.
- S. **Government Enforcement Authority** means any federal, state, local, provincial or foreign law enforcement unit or governmental authority (including, but not limited to, the U.S. Department of Justice, the U.S. Securities and Exchange Commission or any attorney general), or the enforcement unit of any securities or commodities exchange or similar self-regulatory organization (including, but not limited to, the New York Stock Exchange, NASDAQ and the American Stock Exchange).
- T. **Independent Director** means any natural person who was, is or will be a member of the board of directors or **Manager** of a **Company** and who has never been an officer or employee of any **Company**.
- U. **Inquiry** means:
- (1) a written request or demand of an **Insured Person** for an interview, meeting, sworn testimony or production of documents by a **Government Enforcement Authority** in connection with the business of the **Company** or in connection with such **Insured Person's** capacity as the **Insured Person**; or
  - (2) a written request or demand of an **Insured Person** by the **Company** (including its board of directors or any committee of its board of directors) for an interview, meeting, sworn testimony or production of documents in connection with: (a) a **Derivative Demand**; or (b) an investigation of the **Company** by a **Government Enforcement Authority**.

**Inquiry** shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, industry sweep, including any request for mandatory information from a **Government Enforcement Authority**, conducted in the **Company's** or **Government Enforcement Authority's** normal review or compliance process.



V. **Insured Person** means:

- (1) any **Executive** of a **Company**;
- (2) any natural person who was, is or will be a prospective director of a **Company** named as such in any prospectus, registration statement or similar offering document, or a representative of any entity that serves as a director of the **Company**; or
- (3) any natural person not described in (1) or (2) above who was, is or will be a full-time, part-time, seasonal or temporary employee of the **Company**, provided such natural person will only be an **Insured Person** during the time as the **Claim** against such person is also made against, or the **Inquiry** directed to such person is also directed to, a person described in (1) or (2) above.

W. **Insurer** means the insurance company specified in the Declarations.

X. **Interrelated Claim** means all **Claims** alleging or in any way involving **Interrelated Wrongful Acts**.

Y. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Z. **Liberty Protection Expenses** means:

- (1) reasonable fees and expenses incurred by an **Insured Person**, with the **Insurer's** prior written consent, in order to lawfully seek the release of such **Insured Person** from any arrest or confinement to a specified residence or a custodial premises of a **Government Enforcement Authority**, if such arrest or confinement is otherwise a **Claim**; or
- (2) reasonable premiums (but not collateral) incurred by an **Insured Person**, with the **Insurer's** prior written consent for a bond or other financial instrument to guarantee the contingent obligation of such **Insured Person** for a specified amount required by a court during the **Policy Period**, if such obligation:
  - (a) arises out of a **Wrongful Act**; or
  - (b) is incurred by reason of such **Insured Person's** capacity or status as such.

AA. **Loss** means the amount the **Insured Person** is legally obligated to pay on account of a **Claim** made against the **Insured Person**, including, but not limited to, damages (including punitive, exemplary or multiple damages where insurable), judgments, any award of pre-judgment and post-judgment interest with respect to covered damages, settlements and **Claim Expenses**.

**Loss** shall include:

- (1) plaintiffs' attorney fees for which an **Insured Person** becomes legally obligated to pay pursuant to a settlement, judgment or order in connection with a covered **Claim**;
- (2) solely with respect to Sections II.A, II.B and II.C. of this Policy, **Publicity Expenses**, **Asset Protection Expenses** and **Liberty Protection Expenses**;
- (3) taxes imposed on the **Company** for which the **Insured Person** is legally obligated to pay solely by reason of the **Financial Impairment** of the **Company**, or taxes imposed on an **Insured Person** solely by reason of the **Insurer's** payment of **Loss** incurred by such **Insured Person**; and
- (4) where insurable, any fines or penalties assessed against the **Insured Person** for any unintentional and non-willful violation of law, including without limitation pursuant to Chapter 23 of the United Kingdom's Bribery Act 2010 and Section 2(g)(2)(B) of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2(g)(2)(B).

The insurability of punitive, exemplary or multiple damages, taxes and fines or penalties shall be determined under the internal laws of any applicable jurisdiction most favorable to the **Insured Persons**, including the jurisdiction in which the **Company**, the **Insured Persons**, the **Insurer** or the **Claim** is physically located.

The **Insurer** shall not assert that:

- (a) **Loss** incurred by an **Insured Person** is uninsurable due to the **Insured Person's** actual or alleged violation of Section 11, 12 or 15 of the Securities Act of 1933, as amended; or
- (b) **Clawback Claim Expenses** are uninsurable.

**Loss**, other than **Claim Expenses**, shall not include:

- (i) any amount not indemnified by the **Company** for which the **Insured Persons** are absolved from payment by reason of any covenant, agreement or court order;
- (ii) taxes, fines or penalties, other than the taxes or civil fines or civil penalties expressly referenced above; or
- (iii) matters uninsurable under the law pursuant to which this Policy is construed.

BB. **Manager** means any natural person who was, is or will be a manager, managing member, general partner or member of the board of managers or equivalent executive of the **Company** that is a limited liability company or limited partnership.

CC. **Named Entity** means the entity specified in Item 1 of the Declarations.

DD. **Negative Publicity** means any negative statement about the **Insured Person** made during the **Policy Period** in any publication by a **Government Enforcement Authority** in connection with a **Claim** otherwise covered under this Policy.

EE. **Non-Indemnifiable Loss** means **Loss** incurred by the **Insured Person** for which the **Company** or, if applicable, the **Outside Entity**:

- (1) is not permitted or required to indemnify or advance;
- (2) refuses, or is financially unable, to indemnify or advance; or
- (3) fails to indemnify or advance within forty-five (45) days after a request by, or on behalf of, the **Insured Person** to indemnify or advance.

FF. **Outside Entity** means:

- (1) any entity, other than the **Company**, chartered and operated as a not-for-profit or for-profit organization; or
- (2) any other entity specifically identified as an **Outside Entity** by endorsement to this Policy.

GG. **Outside Position** means a position as a duly elected or appointed director, officer, board observer, trustee, governor or **Manager** or functional equivalent position of an **Outside Entity** held by an **Insured Person** at the direction or request, or with the knowledge and consent, of the **Company**, as part of the **Insured Person's** regular duties assigned by the **Company**.

HH. **Policy Period** means the period specified in Item 2 of the Declarations, subject to prior termination in accordance with Section XV. of this Policy.

II. **Publicity Expenses** means the reasonable fees and expenses of a public relations consultant engaged by or for the **Insured Person**, with the **Insurer's** prior written consent, to mitigate reputational harm to such **Insured Person** as a result of **Negative Publicity**.

JJ. **Run-Off Coverage Period** means the period set forth in Item 8 of the Declarations for the coverage set forth in Section X.C of this Policy.

KK. **Subsidiary** means any:

- (1) entity of which the **Named Entity** has an ownership interest, either directly or indirectly through one or more **Subsidiaries**, representing more than fifty percent (50%) of the power to manage or control such entity, including the power to elect, appoint or designate a majority of the board of directors or equivalent executives of such entity;
- (2) entity of which the **Named Entity** has the right pursuant to written contract or the by-laws, charter, operating agreement, or similar documents of such entity to elect, appoint or designate a majority of the board of directors or equivalent executives of the entity; or
- (3) foundation, charitable trust or political action committee controlled or sponsored by the **Company**.

In all events, coverage under this Policy for any **Insured Person** of a **Subsidiary** (whether acquired before or during the **Policy Period**) shall only apply for **Wrongful Acts** committed or occurring during a time when such entity meets the definition of **Subsidiary** above.

LL. **UK Company Manslaughter Claim Expenses** means reasonable legal fees and expenses incurred by an **Insured Person** that result from the investigation, adjustment, defense or appeal of any **Claim** against a

**Company** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar statute or law in any other jurisdiction.

MM. **Underlying Insurers** means the insurance companies that have issued the **Underlying Policies**.

NN. **Underlying Policies** means the underlying policies that provide the Total Underlying Limits specified in Item 4 of the Declarations, including without limitation the **Followed Policy** and all other underlying policies expressly excess of the **Followed Policy**.

OO. **Wrongful Act** means:

- (1) any actual or alleged error, misstatement, misleading statement, neglect, breach of duty, omission or act by the **Insured Persons** in their capacity as such or in an **Outside Position** capacity; or
- (2) any matter claimed against the **Insured Person** solely by reason of their serving in such capacity.

#### IV. **EXCLUSIONS**

##### A. **Conduct**

The **Insurer** shall not be liable to make payment for **Loss** in connection with any **Claim** made against any **Insured Person**:

- (1) based upon, arising out of or attributable to any deliberate criminal or deliberate fraudulent act or omission by such **Insured Person** if established by any final and non-appealable adjudication adverse to such **Insured Person** in the underlying action or proceeding; or
- (2) based upon, arising out of or attributable to any remuneration, personal financial profit or other financial advantage to which such **Insured Person** was not legally entitled if established by any final and non-appealable adjudication adverse to such **Insured Person** in the underlying action or proceeding;

provided, however, this exclusion shall not apply to: (a) **Claim Expenses**; (b) **Independent Directors**; (c) any employment-related **Claim**; or (d) solely with respect to Exclusion A.(2), any **Non-Indemnifiable Loss** of an **Insured Person** due to an actual or alleged violation of Sections 11, 12 or 15 of the Securities Act of 1933, as amended.

For acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate criminal or deliberate fraudulent act occurred.

For the purpose of determining the applicability of Exclusions A.(1) and A.(2), the **Wrongful Acts** of, facts pertaining to, and knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**.

##### B. **Exclusions in Underlying Insurance**

This Policy shall not follow any exclusion in any **Underlying Policy** unless an endorsement is added to this Policy specifically stating that this Policy follows form to such exclusion.

#### V. **LIMITS OF LIABILITY**

A. Liability shall attach to the **Insurer** under this Policy only after the limits of liability, or any applicable sublimits of liability, of the **Underlying Policies** have been exhausted due to:

- (1) the payment of loss covered thereunder by any **Underlying Insurer**, any **Insured Person** or any other party; or
- (2) any provision of the **Underlying Policy** whereby the limits of such policy are eroded due to any payment under another policy issued by the **Underlying Insurer** or any affiliate thereof.

However, if an **Underlying Insurer** does not pay **Non-Indemnifiable Loss** for any reason, including due to a **DIC Event**, this Policy shall, subject to its terms, conditions and exclusions, drop down and pay such **Non-Indemnifiable Loss** on behalf of the **Insured Persons** up to the applicable Limit of Liability or Sublimit of Liability of this Policy. In the event one or more **Underlying Insurers** are also obligated to drop down and pay such **Non-Indemnifiable Loss**, this Policy shall remain excess of the aggregate limit of liability of such **Underlying Insurers**.

- B. The Limit of Liability specified in Item 3.A. of the Declarations is the maximum aggregate amount the **Insurer** shall be liable to pay for all **Loss** under this Policy, subject to the following:
- (1) In the event that the Limit of Liability specified in Item 3.A. of the Declarations is exhausted due to the payment by the **Insurer** of **Non-Indemnifiable Loss** under this Policy, then the Limit of Liability of this Policy shall be reinstated in the amount of the First Reinstated Limit of Liability specified in Item 3.B. of the Declarations. The First Reinstated Limit of Liability shall not apply to any **Claim** for which there has been any payment of **Non-Indemnifiable Loss** under the Limit of Liability specified in Item 3.A. of the Declarations or any **Interrelated Claim** thereto. The First Reinstated Limit of Liability shall be excess of the original limit of liability under all insurance policies specifically excess of this Policy and the first reinstated limit of liability of all **Underlying Policies**.
  - (2) In the event that the First Reinstated Limit of Liability is exhausted due to the payment by the **Insurer** of **Non-Indemnifiable Loss** under this Policy, then the Limit of Liability of this Policy shall be reinstated a second time in the amount of the Second Reinstated Limit of Liability specified in Item 3.C. of the Declarations. The Second Reinstated Limit of Liability shall not apply to any **Claim** for which there has been any payment of **Non-Indemnifiable Loss** under the Limit of Liability specified in Item 3.A. of the Declarations or the First Reinstated Limit of Liability, or any **Interrelated Claim** thereto. The Second Reinstated Limit of Liability shall be excess of the original limit of liability of all insurance policies specifically excess of this Policy, the first reinstated limit of liability of all **Underlying Policies** and all insurance policies specifically excess of this Policy, and the second reinstated limit of liability of all **Underlying Policies**.
  - (3) With respect to exhaustion for purposes of the First Reinstated Limit of Liability and the Second Reinstated Limit of Liability, the limits of liability under the **Underlying Policies** and any insurance policies specifically excess of this Policy shall be reduced or exhausted by payments by an insurer, an **Insured Person** or a third party.
  - (4) Upon exhaustion of the Limit of Liability specified in Item 3.A. of the Declarations and, if applicable, the First Reinstated Limit of Liability and the Second Reinstated Limit of Liability, the **Insurer** will have no further obligations or liability of any kind under this Policy with respect to each such limit.
  - (5) Any Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability specified in Item 3.A. of the Declarations. Unless otherwise stated in this Policy, any Sublimit of Liability provided by this Policy shall not be reinstated in the event that that the Limit of Liability specified in Item 3.A. is exhausted.
  - (6) **Claim Expenses** shall be part of, and not in addition to, the Limit(s) of Liability of this Policy and shall reduce and may exhaust the Limit(s) of Liability. If the applicable Limit of Liability is exhausted, the **Insurer** has no further obligation or liability of any kind under this Policy with respect to such limit.

## **VI. NOTICE**

### **A. Claim**

The **Company** or an **Insured Person** shall report in writing to the **Insurer** any **Claim** that is made against the **Insured Person** during the **Policy Period**. Notice must be given as soon as practicable after an **Executive Officer** or risk manager (or the functional equivalent) of the **Company** first learns of the **Claim**, but in no event later than:

- (1) ninety (90) days after the expiration of the **Policy Period**;
- (2) the expiration of the **Extended Reporting Period** if exercised; or
- (3) the expiration of the **Run-Off Coverage Period** if exercised.

The failure of the **Company** or the **Insured Person** to provide notice of a **Claim** as required in this Section VI.A. shall not constitute a coverage defense with respect to such **Claim**, unless the **Insurer** establishes it was materially prejudiced by such failure.

### **B. Inquiry**

If the **Company** or an **Insured Person** elect to seek coverage for an **Inquiry** first received during the **Policy Period**, the **Company** or **Insured Person** shall give notice of such **Inquiry** to the **Insurer** no later than:

- (1) ninety (90) days after the expiration of the **Policy Period**;
- (2) the expiration of the **Extended Reporting Period** if exercised; or
- (3) the expiration of the **Run-Off Coverage Period** if exercised.

### C. Notice of Circumstances

If, during the **Policy Period**, any **Extended Reporting Period** if exercised or any **Run-Off Coverage Period** if exercised, the **Company** or an **Insured Person** first becomes aware of circumstances that could give rise to a **Claim** against the **Insured Person** and gives written notice of such circumstances to the **Insurer** during the **Policy Period**, the **Extended Reporting Period** if exercised or the **Run-Off Coverage Period** if exercised, then any **Claim** subsequently arising from such circumstances shall be considered to have been first made during the **Policy Period**, **Extended Reporting Period** or **Run-Off Coverage Period**.

In order to be effective, a notice of circumstances shall include a description of the circumstances, the nature of any potential **Wrongful Act(s)**, the nature of the alleged or potential damage, the names of actual or potential claimants and **Insured Person** involved and the manner in which the **Insured Person** first became aware of the circumstances.

No coverage is afforded for **Loss** incurred in connection with such circumstances prior to the time a **Claim** is actually made and reported to the **Insurer**.

### D. How to Provide Notice

Except as otherwise provided in this Policy, all notices under this Policy shall be in writing and submitted by prepaid express courier, certified mail, e-mail, or fax. Notice to the **Insured Persons** may be given to the **Named Entity** at the address shown in Item 1 of the Declarations. Notice to the **Insurer** shall be given to the address shown in Item 9 of the Declarations. Notice shall be deemed to be received and effective upon actual receipt thereof by the addressee or in the case of courier, email, or fax, one day following the date such notice is sent, whichever is earlier, subject to proof of transmittal.

### E. Interrelated Claim

An **Interrelated Claim** shall be deemed to have been made at the time the first **Claim** making up the **Interrelated Claim** is deemed to have been first made, whether before or after the inception of the **Policy Period**. Notice of a **Claim** which is an **Interrelated Claim** with any matter reported under Section VI.A or B. above must be given as soon as practicable after an **Executive Officer** or risk manager (or the functional equivalent) of the **Company** first learns of the **Claim**. No coverage is afforded for **Loss** incurred in connection with such subsequent **Claim** prior to the time such subsequent **Claim** is reported to the **Insurer**.

**Claims** first made against an **Insured Person** and **Inquiries** first received by an **Insured Person** prior to the inception date of this Policy, and **Claims** deemed as first made against an **Insured Person** and **Inquiries** deemed as first received by an **Insured Person** prior to the inception date of this Policy, are not covered under this Policy.

### F. Changes to Underlying Policies

The **Company** or an **Insured Person** shall report in writing to the **Insurer** as soon as practicable after an **Executive Officer** or risk manager (or the functional equivalent) of the **Company** first learns of:

- (1) any material change in the terms or conditions of the **Underlying Policies**; or
- (2) the non-renewal or cancellation of the **Underlying Policies**;

occurring during the **Policy Period**, **Extended Reporting Period** or **Run-Off Coverage Period**, if exercised. Any additional premium reasonably required by the **Insurer** as a result of such change, non-renewal or cancellation shall be paid within thirty (30) days of the request by the **Insurer**.

## VII. DEFENSE AND SETTLEMENT

### A. Defense

It shall be the duty of the **Insured Persons** and not the duty of the **Insurer** to defend any **Claim** covered under this Policy. The **Insurer** shall have the right, but not the duty, and shall be given the opportunity to fully and effectively associate with the **Insured Persons** in the investigation, defense and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that is or reasonably likely to be covered in whole or in part by this Policy.

Except in those instances when the **Insurer** has denied coverage, the **Insurer** shall advance covered **Claim Expenses** on a current basis, but in no event later than sixty (60) days after the receipt by the **Insurer** of detailed **Claim Expenses** invoices. Any advancement of covered **Claim Expenses** shall be repaid to the **Insurer** by the

**Insured Persons** severally according to their respective interests if and to the extent it is later determined the **Insured Persons** are not entitled to coverage for such **Claim Expenses**.

#### B. Settlement

The **Insured Persons** agree not to settle or offer to settle any **Claim**, incur any **Claim Expenses** or otherwise assume any contractual obligation, admit any liability or stipulate to any judgment with respect to any **Claim** that is or reasonably likely to be covered, in whole or in part, by this Policy without the **Insurer's** prior written consent, which shall not be unreasonably withheld. The **Insurer** shall not be liable for or as a result of any offer to settle, settlement, **Claim Expenses**, assumed obligation, admission or stipulated judgment to which it has not given its prior written consent.

However, the **Insured Person** is not required to obtain the **Insurer's** consent before:

- (1) entering into a plea agreement or deferred prosecution agreement with a **Government Enforcement Authority** that resolves a pending or potential criminal charge;
- (2) entering into a non-monetary settlement or any other settlement where no payment is or will be sought or required from the **Insurer**; or
- (3) reporting to a **Government Enforcement Authority** or the **Company** that a breach of law or regulation may have occurred.

### VIII. COOPERATION

The **Company** and the **Insured Persons** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests. In the event of a **Claim**, the **Company** and the **Insured Persons** shall take no action, or fail to take any action, which prejudices the rights of any **Insured Person** or the **Insurer** with respect to such **Claim**, including the **Insurer's** potential or actual rights of recovery. The failure of any **Company** or **Insured Person** to comply with this Section shall not be imputed to or create a coverage defense under this Policy with respect to any other **Insured Person**.

### IX. EXTENDED REPORTING PERIODS

#### A. Cancellation and Non-Renewal

If the **Insurer** or the **Named Entity** refuses to renew this Policy or the **Named Entity** cancels this Policy, the **Named Entity** and **Insured Persons** shall have the right to elect an **Extended Reporting Period** of coverage under this Policy for the time period, and subject to the additional premium, specified in Item 7 of the Declarations.

Coverage under the **Extended Reporting Period** applies only to a **Claim** first made against the **Insured Persons** during the **Extended Reporting Period** but only for a **Wrongful Act** committed or occurring prior to the effective time of the cancellation or non-renewal and which is otherwise covered under this Policy.

The right to elect the **Extended Reporting Period** expires sixty (60) days after the effective date of cancellation or non-renewal unless the **Insurer** has received written notice of election of the **Extended Reporting Period** and the payment of the additional premium specified in Item 7 of the Declarations within that period.

The additional premium for the **Extended Reporting Period** shall be fully earned at the inception of the **Extended Reporting Period**. The **Extended Reporting Period** is not cancelable.

#### B. Bankruptcy

In the event the **Named Entity** first becomes the subject of a bankruptcy or insolvency during the **Policy Period**, and this Policy is not renewed or replaced, this Policy shall automatically afford an **Extended Reporting Period** of an unlimited duration that commences at the end of the **Policy Period**.

Coverage under the **Extended Reporting Period** applies only to a **Claim** first made against the **Insured Persons** during the **Extended Reporting Period** but only for a **Wrongful Act** committed or occurring prior to the end of the **Policy Period**.

No additional premium shall be charged or payable for this **Extended Reporting Period**.

#### C. Former Insured Person

For any **Executive** who ceases to be an **Executive** of a **Company** during the **Policy Period**, this Policy shall automatically afford an **Extended Reporting Period** of an unlimited duration that commences at the time the **Executive** ceases to be an **Executive** of a **Company**.

Coverage under the **Extended Reporting Period** applies only to a **Claim** first made against such former **Executive** during the **Extended Reporting Period** but only for a **Wrongful Act** committed or occurring prior to the time the **Executive** ceases to be an **Executive** of a **Company**.

The coverage provided by such **Extended Reporting Period** for any former **Executive** shall be specifically excess of any other valid and collectible insurance available to such **Executive**. No additional premium shall be charged or payable for this **Extended Reporting Period**.

**D. Scope of Coverage Under Extended Reporting Periods**

The Limit(s) of Liability for any **Extended Reporting Period** is part of, and not in addition to, the applicable Limit(s) of Liability for the **Policy Period**. If more than one **Extended Reporting Period** is afforded or purchased, such **Extended Reporting Periods** shall run concurrently and shall not increase the **Insurer's** maximum liability otherwise applicable under this Policy.

**X. CHANGES TO THE COMPANY**

**A. New Subsidiaries**

If during the **Policy Period**, the **Company** acquires or creates a new **Subsidiary**, then coverage under this Policy shall apply to **Insured Persons** of such new **Subsidiary**, but only with respect to **Claims** for **Wrongful Acts** taking place after such creation or acquisition.

**B. Former Subsidiaries**

If before or during the **Policy Period** an entity ceases to be a **Subsidiary**, coverage under this Policy for **Claims** made against **Insured Persons** of such entity shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such entity ceased to be a **Subsidiary**.

**C. Change in Control of Named Entity**

- (1) In the event of a **Change in Control** during the **Policy Period**, coverage under this Policy shall continue until expiration of the **Policy Period** unless terminated earlier by the **Named Entity**, but only for **Wrongful Acts** taking place before the effective date of the **Change in Control**. The entire premium for this Policy shall be deemed fully earned as of the date of the **Change in Control**.
- (2) In the event of a **Change in Control** during the **Policy Period**, the **Named Entity** shall have the right to elect an extension of coverage under this Policy for one of the **Run-Off Coverage Periods**, subject to the associated additional premium specified in Item 8 of the Declarations. The **Run-Off Coverage Period** shall commence on the effective date of the **Change in Control**. Coverage under the **Run-Off Coverage Period** applies only to a **Claim** first made against the **Insured Persons** during the **Run-Off Coverage Period** for a **Wrongful Act** committed or occurring prior to the effective time of the **Change in Control** and which is otherwise covered under this Policy. The Limit(s) of Liability for the **Run-Off Coverage Period** is part of, and not in addition to, the applicable Limit(s) of Liability for the **Policy Period**. This extension of coverage shall in no way increase the Limits of Liability specified in Item 3 of the Declarations.
- (3) The right to elect the **Run-Off Coverage Period** expires sixty (60) days after the effective date of the **Change of Control** unless the **Insurer** has received written notice of election of the **Run-Off Coverage Period**, and the payment of the additional premium, specified in Item 8 of the Declarations within that period.
- (4) The additional premium for the **Run-Off Coverage Period** shall be fully earned at the inception of the **Run-Off Coverage Period**. If the **Run-Off Coverage Period** is purchased, Section IX. (Extended Reporting Periods) and Section XV. (Cancellation and Non-renewal) shall be deemed deleted from this Policy.

**XI. OTHER INSURANCE**

Except when a **DIC Event** has occurred related to any **Underlying Policy**, the insurance provided by this Policy shall apply only as excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written as specific excess insurance over the Limits of Liability provided by this Policy. However, this Policy shall apply as primary with respect to any personal umbrella or other personal liability policy available to the **Insured Person**.

If **Loss** covered under this Policy is also covered under, but not paid by, any other valid and collectible insurance, this Policy will respond on behalf of the **Insured Person** without regard to such other insurance, subject to the terms, conditions and exclusions of this Policy and without prejudice to the **Insurer's** right to recover **Loss** paid under this Policy from the issuers of such other insurance.

## **XII. SEVERABILITY AND NON-RESCISSION**

- A. The **Application** will be construed as a separate **Application** for coverage by each **Insured Person** and knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**.
- B. The **Insurer** shall not be entitled to rescind, or have declared void *ab initio*, this Policy in whole or in part for any reason.

## **XIII. INDEMNIFICATION**

The **Named Entity** and any other **Company** agree to indemnify and advance on behalf of the **Insured Persons** all **Loss** otherwise covered under this Policy, to the fullest extent permitted by statutory or common law.

The failure of a **Company** to perform any of its obligations to indemnify the **Insured Persons** and/or advance **Claim Expenses** shall not impair the rights of any **Insured Person** under this Policy. If the **Insurer** pays under this Policy any indemnification or advancement owed to any **Insured Person** by any **Company**, then that **Company** shall reimburse the **Insurer** for such amounts and such amounts shall become immediately due and payable as a direct obligation of the **Company** to the **Insurer**. In no event shall any such advancement by the **Insurer** relieve any **Company** of any obligation it may have to provide advancement or provide indemnification to any **Insured Person**.

## **XIV. SUBROGATION**

In the event of any payment under this Policy, the **Insurer** will become subrogated to all of the **Company's** and the **Insured Persons'** rights of recovery, including any right to indemnification or advancement owed to any **Insured Person** by any **Company** or **Outside Entity**. The **Insured Persons** agree to do everything reasonably necessary to secure and preserve the **Insurer's** subrogation rights, including but not limited to the execution of documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insured Persons**. The **Insurer** shall not subrogate against any **Insured Person**, unless Exclusion A.(1) or A.(2) applies to such **Insured Person**.

If the **Insurer** recovers amounts paid as covered **Loss** under this Policy, the **Insurer** will reinstate the applicable Limit(s) of Liability to the extent of such recovery. The **Insurer** assumes no duty to seek recovery of any amounts paid under this Policy. The **Insured Persons** agree to do nothing to prejudice the **Insurer's** position or rights to recovery.

## **XV. CANCELLATION AND NON-RENEWAL**

### **A. Cancellation**

This Policy shall not be subject to cancellation, except as follows:

- (1) The **Insurer** may cancel this Policy for non-payment of premium. To cancel for non-payment of premium, the **Insurer** shall deliver written notice to the **Named Entity** at least twenty (20) days before the effective date of such cancellation. The cancellation shall not become effective if the premium is paid in full within such twenty (20) day period.
- (2) The **Named Entity** may cancel this Policy if a financial strength rating for the **Insurer** is issued below A- by A.M. Best Co. To cancel for such event, the **Named Entity** will deliver written notice to the **Insurer** stating the effective time of cancellation.

Upon cancellation, the **Insurer** shall refund the unearned pro rata proportion of the premium calculated from the effective date of such cancellation, provided that the cancellation shall be effective even if any premium refund has not yet been received by the **Named Entity**.

### **B. Non-renewal**

If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Named Entity** with no less than sixty (60) days advance written notice of non-renewal. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew.

## **XVI. COVERAGE EXTENSION TO OTHER PARTIES**

The coverage provided by this Policy applies to a **Claim** made against the **Insured Person's**:

- A. lawful spouse or **Domestic Partner** (including where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **Domestic Partner**), but only to the extent of such person's status as the spouse or **Domestic Partner** of the **Insured Person**;



- B. trusts or other estate planning vehicles, but only to the extent of such estate planning vehicle's possession of property of the **Insured Person**; or
- C. estate, heirs, legal representatives or assigns in the event of the **Insured Person's** death, incapacity or bankruptcy.

This extension of coverage shall only apply to **Claims** arising out of any actual or alleged **Wrongful Acts** of the **Insured Person**. No coverage is provided under this Section XVI. for **Loss** attributable to any act, error or omission of a spouse, **Domestic Partner**, estate planning vehicle (or trustee of such estate planning vehicle), estate, heir, legal representative or assign of an **Insured Person**. Coverage for such spouse, **Domestic Partner**, estate planning vehicle, estate, heir, legal representative, or assign shall be on the same terms and conditions as apply to any **Claim** made against the **Insured Person**.

#### **XVII. TERRITORY**

This Policy shall apply on a worldwide basis, provided that coverage under this Policy shall only be made where legally permissible and only in compliance with economic and trade sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Whenever coverage provided by this Policy would be in violation of such sanctions, laws or regulations, such coverage shall not be provided.

All premiums, limits, retentions, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is rendered, the amount of the settlement is agreed upon or the other element of **Loss** is due.

#### **XVIII. BANKRUPTCY**

Bankruptcy or insolvency of any **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy, nor deprive the **Insurer** of any of its rights or defenses under this Policy. If a bankruptcy or insolvency proceeding is commenced by or against the **Company**, the **Company**, the **Insured Persons** and **Insurer** shall cooperate to obtain relief from any automatic stay or injunction that might prevent the payment of Policy proceeds for the benefit of the **Insured Persons**. To achieve this result for the **Insured Persons**, the **Company** waives and releases any automatic stay or injunction in such proceeding which may apply to this Policy or its proceeds and the **Company** and **Insured Persons** agree not to oppose or object to any efforts by the **Insurer** or any **Insured Person** to obtain relief from any such stay or injunction.

#### **XIX. ALTERATION, ASSIGNMENT AND HEADINGS**

This Policy constitutes the entire agreement between the **Insurer**, the **Company** and the **Insured Persons** as to the insurance provided. No change or modification of the terms or any rights under this Policy, or assignment of interest under this Policy, shall be effective except when made by a written endorsement to this Policy issued by the **Insurer**.

The title and headings to, or in sections, of this Policy are only for ease of reference and do not limit, expand or otherwise affect the provisions of this Policy.

#### **XX. AUTHORIZATION OF THE NAMED ENTITY**

The **Named Entity** shall act on behalf of all **Insured Persons** regarding all matters under this Policy, including without limitation, cancellation, non-renewal, election of the **Extended Reporting Period** or **Run-Off Coverage Period**, transmission and receipt of notices, reporting of any **Claim** or circumstance, negotiation and acceptance of endorsements, payment of premiums and receipt of return premiums; provided that this Section shall not limit the ability of an **Insured Person** to give notice to the **Insurer** of a **Claim** or circumstance that could give rise to a **Claim** pursuant to the terms and conditions of this Policy.

#### **XXI. ACTION AGAINST INSURER**

No suit or other proceeding may be commenced against the **Insurer** unless, as a condition precedent, there shall have been full compliance with all the terms and conditions of this Policy.

No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insured Persons** nor shall the **Insurer** be impleaded by the **Insured Persons** in any such **Claim**.

## **XXII. STATE AMENDATORY ENDORSEMENTS**

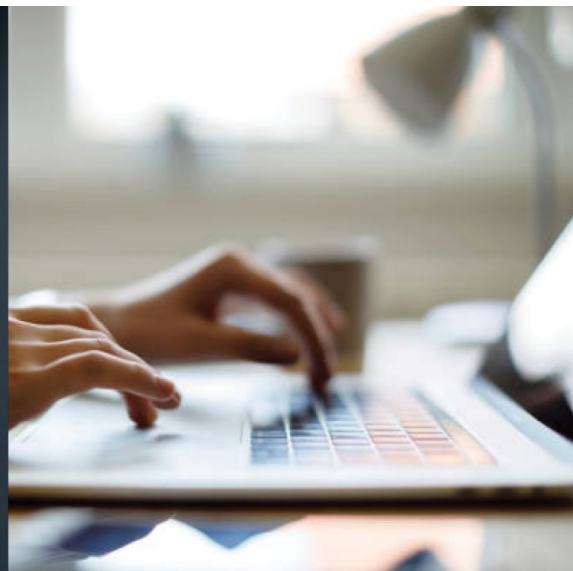
In the event there is an inconsistency between a state amendatory endorsement attached to this Policy and any term or condition of this Policy, then, where permitted by law, the **Insurer** shall apply those terms and conditions of either the state amendatory endorsement or this Policy which are more favorable to the **Insured Persons**.

SPECIMEN



# REPORT A CLAIM

QUICK.  
CONVENIENT.  
FOCUSED.



**TELL US WHAT HAPPENED AND WE'LL IMMEDIATELY BEGIN TO DELIVER  
THE AWESOME SERVICE THAT IS THE HALLMARK OF COACTION.**

We'll focus first on assuring your well-being.  
Then, we'll tend to every detail of your claim with care.



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[claims@coactionspecialty.com](mailto:claims@coactionspecialty.com)



FAX

1-855-657-3534



MAIL

Coaction Claims Department  
412 Mt. Kemble Avenue Suite 300C  
Morristown, NJ 07960



PHONE

1-800-774-2755

Press '1' to Report a Claim / Anytime - days, nights & weekends

*For inquiries on previously reported claims:*

Press '2' Workers' Compensation Claims

Press '3' All Other Claims



ONLINE

[customer.coactionspecialty.com](http://customer.coactionspecialty.com)



# SERVICE OF SUITS

## Service of Suit

It is agreed that in the event of our failure to pay any amount claimed to be due under this policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our right to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as *permitted* by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon:

Gotham Insurance Company  
107 Greenwich Street, 16<sup>th</sup> Floor  
New York, NY 10006  
Attn: General Counsel

and in any suit instituted against such person upon this policy, the insurer will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

Pursuant to any provision of any statute of any state, territory, or district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

## **POLICYHOLDER DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT**

### **TERRORISM RISK INSURANCE ACT**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (referred to as "TRIA" or the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **DISCLOSURE OF FEDERAL SHARE OF COMPENSATION**

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. There is no premium charged for terrorism coverage, as indicated below.

### **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

You should also know that TRIA, as amended, contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### **DISCLOSURE OF PREMIUM**

In accordance with the TRIA, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Act. The portion of your premium attributable to such coverage is **\$0.00 (zero)**.