



A Chubb Company

ACE Fire Underwriters Insurance Company

Technology
Professional
Liability Policy
Declarations

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

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| Policy No. EONMSD391800424-009 | |
| Item 1. Named Insured | GovEase Auction LLC Principal Address: GovEase Auctions Madison, MS 39110-6949 |
| Item 2. Policy Period: | From 12:01 a.m. 08-25-2024. To 12:01 a.m. 08-25-2025 (Local time at the address shown in Item 1) |
| Item 3. Limit of Liability (including Claims Expenses) | \$2,000,000 Each Claim \$2,000,000 Aggregate Limit \$ 5,000.00 Disciplinary Proceeding Claims Expenses Aggregate Limit (in addition to the Each Claim and Aggregate Limits set forth above) |
| Item 4. Retention | \$15,000 Each Claim |
| Item 5. Premium | \$10,948.00 |
| Item 6. Retroactive Date (if applicable): | 08/25/2016 |
| Item 7. Professional Services: | See Amendatory Endorsement-Definition of Professional Services |
| Item 8. Notice to Company: | A. Notice of Claim or Wrongful Act: Chubb North American |

Claims PO Box 5122
Scranton, PA 18505-3801
Toll Free: 844-539-3801
ACECRS-CLAIMS@acegroup.com

B. All other notices:
Westchester,
Binding, A Chubb
Company
3 Country View
Road Third Floor
Malvern, PA 19355

Item 9. Optional **Extended Reporting Period:**

Additional Premium: 100% of last annual premium.
Additional Period: 12 months

Item 10. Endorsements:

| | | |
|----------|--------|---|
| PF47727 | (0316) | Technology Dec Page |
| Cc1k11k | (0422) | Signatures (All states except OH) |
| PF19061 | (1005) | SPOUSAL COVERAGE EXTENSION |
| PF19236 | (1205) | INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES |
| PF19686 | (0106) | AMENDATORY ENDORSEMENT - MISSISSIPPI |
| PF19806 | (0206) | ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT) |
| PF45312 | (0415) | ADDITIONAL INSURING AGREEMENTS: TECHNOLOGY LIABILITY, ELECTRONIC MEDIA ACTIVITIES, NETWORK SECURITY LIABILITY, PRIVACY LIABILITY, DATA BREACH FUND AND NETWORK EXTORTION THREAT |
| PF23100 | (0306) | ADDITIONAL INSURED ENDORSEMENT |
| PF23111 | (0107) | ITEM 7. PROFESSIONAL SERVICES AMENDED |
| PF23296a | (0708) | CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY |
| PF38981 | (0113) | FALSE CLAIMS ACT EXCLUSION |
| ILP001 | (0104) | U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS |
| PF46422 | (0715) | TRADE OR ECONOMIC SANCTIONS ENDORSEMENT |
| PF19265 | (1205) | RETROACTIVE DATE, SPECIFIED LAYER |
| PF25176a | (0610) | Access to eRisk Hub |

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|----------|--------|--|
| PF47728 | (0316) | Technology Enhancement Endorsement |
| PF47729 | (0316) | Technology Policy Form |
| PF47760 | (0516) | UNSOLICITED COMMUNICATIONS EXCLUSION |
| ALL20887 | (1006) | ACE PRODUCER COMPENSATION PRACTICES & POLICIES |
| TRIA11e | (0820) | DISCLOSURE PURSUANT TO TERRORISM RISK |
| PF45354 | (0219) | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |

Item 11. Producer: BURNS & WILCOX LTD
2204 LAKESHORE DRIVE
BIRMINGHAM, AL 35209
IT8985

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be countersigned by a duly authorized representative of the **Company**.

DATE: 06-03-2024

Authorized Representative

CHUBB®

SIGNATURES

| | | | |
|--|--------------------------------------|--|---|
| Named Insured GovEase Auction LLC | | Endorsement Number CC1K1K0422 | |
| Policy Symbol EON | Policy Number EONMSD391800424-009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

- INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- BANKERS STANDARD INSURANCE COMPANY** (A stock company)
- ACE AMERICAN INSURANCE COMPANY** (A stock company)
- ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)
- INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)
- ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)
- WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF190611005 |
| Policy Symbol EON | Policy Number EONMSD391800424- 009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Spousal Coverage Extension

It is agreed that Section VI, Conditions, is amended by adding the following subsection:

- **Spouses**

The spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded only for a **Claim** arising solely out of their status as a spouse or domestic partner where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to such spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** actually or allegedly committed by such spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations shall also apply to **Damages** and **Claims Expenses** incurred by such spouses and legally recognized domestic partners.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF192361205 |
| Policy Symbol EON | Policy Number EONMSD391800424- 009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Insured Definition Amended-Leased, Part Time, Seasonal Employees

It is agreed that Section II, Definitions, Subsection I, the definition of **Insured** is amended by adding the following:

Insured also means any leased, part time, or seasonal employees who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or a **Subsidiary** thereof;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---------------------------------------|---------------|---------------------|-------------------------------|
| Named Insured | | | Endorsement Number |
| Policy Symbol | Policy Number | Policy Period to | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) | | | |

Amendatory Endorsement - Mississippi

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section VI of the **Policy** is amended at Condition E, Termination, by adding the following:
 - Notice of termination from the **Company** will state the effective date of termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.

2. The following Condition is added to Section VI of the **Policy**:

- NONRENEWAL

If the **Company** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Notice of nonrenewal will be mailed at least:

1. 10 days before the end of the **Policy Period** if nonrenewal is for failure to pay a premium when due;
or
2. 30 days before the end of the **Policy Period** if nonrenewal is for any other reason(s).

Proof of mailing will be sufficient proof of notice.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF198060206 |
| Policy Symbol EON | Policy Number EONMSD391800424- 009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Additional Insured (Automatic Pursuant to Contract)

It is agreed that:

1. Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

Insured also means any client or customer of the **Named Insured**, but only if a written contract entered into by the **Named Insured** specifically requires that such client or customer be added as an additional **Insured** for professional liability or errors and omissions insurance, and only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such client or customer which results from **Wrongful Acts** committed solely by the **Named Insured**.

The **Policy** will not provide coverage for any **Wrongful Act** committed by such client or customer referenced above which is added to this **Policy** as an additional **Insured**.

2. Section III, Exclusions, is amended by deleting exclusion E, but solely with respect to **Claims** asserted by such client or customer referenced above for **Wrongful Acts** actually or allegedly committed by an **Insured** in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

5. Privacy Liability

The **Company** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** pursuant to Section VI, Conditions, subsection A, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

6. Data Breach Fund

The **Company** will pay **Data Breach Expenses** incurred by the **Insured** during the **Policy Period** by reason of a **Claim** reported to the **Company** pursuant to Section VI, Conditions, subsection A, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

7. Network Extortion Threat

The **Company** will pay **Extortion Expenses** incurred by the **Insured** by reason of a **Claim** first made against the **Insured** and reported to the **Company** pursuant to Section VI, Conditions, subsection A, Notice, for any **Wrongful Acts** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

B. Defense and Settlement

1. Except as provided in Section I, paragraph B.2 below, the **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not:
 - a. admit or assume liability without the prior written consent of the **Company**;
 - b. settle or negotiate to settle any **Claim** unless such settlement fully resolves such **Claim** within the applicable Retention; or
 - c. incur any **Claims Expenses** or **Data Breach Expenses** (as defined subsection 3 of the definition of **Data Breach Expenses**), or **Extortion Expenses** without the prior written consent of the **Company**.

The **Company** shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.

2. The **Company** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. For such **Claims** the **Insured** shall select defense counsel from the **Company's** list of approved law firms, and the **Company** reserves the right to associate in the defense of such **Claims**.
3. The **Company** shall not settle any **Claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or a compromise recommended by the **Company** and acceptable to the claimant, then the **Company's** Limit of Liability under this **Policy** with respect to such **Claim** shall be reduced to the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred up to the time the **Company** made its recommendation to the **Named Insured**, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of **Damages**, **Claims Expenses**, **Data Breach Expenses**, and **Extortion Expenses** or by any combination thereof.
4. The **Company** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in Item 4 of the Declarations has been exhausted by payment of **Damages**, **Claims Expenses**, **Data Breach Expenses**, or **Extortion Expenses** or by any combination thereof, or after the **Company** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

5. The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall do nothing that may prejudice the **Company's** position. The **Insureds** shall immediately forward to the **Company**, at the address indicated in Item 6A of the Declarations, every demand, notice, summons, or other process or pleading received by the **Insured** or its representatives.
 6. It is agreed that, except with respect to that part of **Data Breach Expenses** set forth in subsection 3 of the definition of **Data Breach Expenses** of this **Policy**, the **Insured** has the right to incur **Data Breach Expenses** without the **Company's** prior consent. However, the **Company** shall, at its' sole discretion and in good faith, reimburse the **Insured** only for such expenses that the **Company** deems to be reasonable and necessary.
 1. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to \$250.00 per day and a maximum amount of \$5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.
3. Section II, Definitions, is amended as follows:
- a. Subsection B, the definition of **Bodily Injury**, is amended by adding the following:
Bodily Injury does not mean mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from a **Wrongful Act** for which coverage is provided under Section 1.A, Insuring Agreements 3 or 5: **Electronic Media Activities** Liability or Privacy Liability.
 - b. Subsection C, the definition of **Claim**, is deleted and replaced with the following:
 C. **Claim** means:
 1. with respect to Insuring Agreements 1, 2, 3, 4, and 5:
 - a. a written demand against any **Insured** for monetary or non-monetary damages;
 - b. a civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; or
 - c. an arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;
 2. also, with respect to Insuring Agreement 1 only, a **Disciplinary Proceeding**;
 3. also, with respect to Insuring Agreements 4 and 5 only, a **Regulatory Proceeding**;
 4. with respect to Insuring Agreement 6, a written report by the **Insured** to the **Company** of a failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control **Personal Information**.
 5. with respect to Insuring Agreement 7, a **Network Extortion Threat**;
 including any appeal therefrom.
 - c. Subsection F, the definition of **Damages**, is deleted and the following is inserted:
 F. **Damages** means compensatory damages, any award of prejudgment or post-judgment interest, and settlements which the Insured becomes legally obligated to pay on account of any **Claim** first made against any Insured during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies.
Damages shall not include:

1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines (except **Regulatory Fines** as noted below), penalties, or sanctions imposed against the **Insured**;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
5. loss of fees or profits by the **Insured**, return of fees, commissions or royalties by the **Insured**, or re-performance of services by the **Insured** or under the **Insured's** supervision;
6. disgorgement of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled;
7. **Data Breach Expenses** or any other forensic, notification, crisis management or credit monitoring expenses, unless such expenses constitute compensatory damages of a direct settlement with the injured natural persons of a **Claim** for a **Wrongful Act** as defined in subparagraph 5.a.i of the definition of **Wrongful Act**;
8. liquidated damages pursuant to a contract, unless, even in the absence of such contract, the **Insured** would be liable for such damages as result of a **Wrongful Act**;
9. penalties of any nature, however denominated, arising by contract; and
10. any amounts other than those which compensate solely for a loss caused by a **Wrongful Act**.

Damages includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy**, or such **Claim**.

- d. Subsection P, the definition of **Professional Services** is amended by adding the following provisions:

Professional Services also means only those services performed for others for a fee by any person or entity acting on behalf of the **Insured**. **Professional Services** do not include **Technology Services** or **Electronic Media Activities**.

- e. Subsection Q, the definition of **Property Damage**, is amended by adding the following provision:

However, **Property Damage** does not mean physical injury to, loss or destruction of, or loss of use of intangible property, including data.

- f. Subsection T, the definition of **Wrongful Act**, is deleted and replaced with the following:

T. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury Offense** actually or allegedly committed or attempted by any **Insured** in their capacity as such:

1. With respect only to Insuring Agreement 1, in the **Insured's** rendering or failure to render **Professional Services** to others for a fee.
2. With respect only to Insuring Agreement 2, in:
 - a. the **Insured's** rendering or failure to render **Technology Services** to others for a fee, or
 - b. the failure of the **Insured's Technology Products** to perform the function or serve the purpose intended.
3. With respect only to Insuring Agreement 3, in the course of the provision of **Electronic Media Activities**, which gives rise to any of the following **Claims** against an **Insured**:
 - a. product disparagement, trade libel, infliction of emotional distress, mental anguish, outrage or outrageous conduct;

- b. false light, public disclosure of private facts, or the intrusion and commercial appropriation of a name, persona or likeness;
 - c. plagiarism, piracy (excluding patent infringement), or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles or performances; or
 - d. negligence with respect to the **Insured's** creation or dissemination of **Electronic Content**.
4. With respect only to Insuring Agreement 4, resulting in a failure of **Network Security**.
 5. With respect only to Insuring Agreement 5, in:
 - a. the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control:
 - i. **Personal Information**; or
 - ii. third party corporate information in any format provided to the **Insured** and specifically identified as confidential and protected under a nondisclosure agreement or similar contract with the **Named Insured** or **Subsidiary**; or
 - b. an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**.
 6. With respect only to Insuring Agreement 6, in the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to properly handle, manage, store, destroy or otherwise control **Personal Information**.
 7. With respect only to Insuring Agreement 7, in the **Insured's** conduct of **Network Security** that results in a **Network Extortion Threat**.
- g. Subsection U, the definition of **Wrongful Employment Practices**, is amended as follows:
 - a. Numbered items 10 and 11 are deleted and the following are inserted:
 - 10. employment-related libel, slander, or defamation;
 - 11. employment-related invasion of privacy, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
 - b. The following is added after numbered item 12:
 - 13. employment-related wrongful infliction of emotional distress, except with respect to that part of any **Claim** arising out of the loss of **Personal Information** which is otherwise covered under Insuring Agreement 2 of this **Policy**;
 - h. The following definitions are added:
 - **Advertising** means promotional material (including branding, co-branding, sponsorships and endorsements), publicly disseminated on any **Internet Website** on behalf of the **Insured**. **Advertising** shall not mean publicity or promotion of lotteries, sweepstakes, contests, or games of chance, including over-redemption relating therefrom. **Advertising** shall also not mean merchandising.
 - **Advertising Services** means promotional material (including branding, co-branding, sponsorships and endorsements), publicly disseminated by the **Insured** on the **Insured's Internet Website** on behalf of others.
 - **Computer System** means computer hardware, software, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and Storage Area Network or other electronic data backup facilities.

- **Consumer Redress Fund** means a sum of money which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.
- **Data Breach Expenses** means those reasonable and necessary expenses incurred by the **Insured** or which the **Insured** becomes legally obligated to pay:
 1. to retain third party computer forensics services to determine the scope of a failure of **Network Security**;
 2. to comply with **Privacy Regulations**, including but not limited to the consumer notification provisions of **Privacy Regulations** of the applicable jurisdiction that most favors coverage for such expenses;
 3. with the **Company's** prior written consent, to voluntarily notify individuals whose **Personal Information** has been wrongfully disclosed;
 4. in retaining the services of a public relations firm, crisis management firm or law firm for advertising or related communications solely for the purpose of protecting or restoring the **Insured's** reputation as a result of a **Wrongful Act**;
 5. to retain the services of a law firm solely to determine the **Insured's** indemnification rights under a written agreement with an independent contractor with respect to a **Wrongful Act** expressly covered under Insuring Agreement D of this **Policy** and actually or allegedly committed by such contractor; and
 6. for credit monitoring services, but only if such disclosure of **Personal Information** could result in the opening of an unauthorized line of credit or other financial account.
- **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Insured**.
- **Electronic Content** means any data, text, sounds, images or similar matter disseminated electronically, including but not limited to **Advertising** and **Advertising Services**, and including matter disseminated electronically on the **Insured's Website**. **Electronic Content** shall not include:
 1. the **Insured's Technology Products**;
 2. the actual goods, products or services described, illustrated or displayed in **Electronic Content**; or
 3. data, text, sounds, images or similar matter incorporated into or otherwise a part of **Technology Products**.
- **Electronic Media Activities** means the electronic publishing, dissemination, releasing, gathering, transmission, production, webcasting, or other distribution of **Electronic Content** on the **Internet** on behalf of the **Insured** or by the **Insured** for others.
- **Extortion Expenses** means reasonable and necessary expenses incurred by the **Insured**, with the **Company's** written consent, that directly result from a **Network Extortion Threat**, including monies paid by the **Insured** to a person or persons reasonably believed to be responsible for a **Network Extortion Threat** for the purpose of terminating that **Network Extortion Threat**.
- **Insured's Computer System** means a **Computer System**:
 1. leased, owned, or operated by the **Insured**; or
 2. operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.

- **Internet** means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
- **Network Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against unauthorized access to, unauthorized use of, a denial of service attack by a third party directed against, or transmission of unauthorized, corrupting or harmful software code to, the **Insured's Computer System**
- **Network Extortion Threat** means any credible threat or series of related threats directed at the **Insured** to:
 1. release, divulge, disseminate, destroy or use the confidential information of a third party taken from the **Insured** as a result of the unauthorized access to or unauthorized use of the **Insured's Computer System**; or
 2. cause a failure of **Network Security**.
- **Personal Information** means:
 1. an individual's name, social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, or passwords; and
 2. other nonpublic personal information as defined in **Privacy Regulations**;

in any format. **Personal Information** shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
- **Privacy Regulations** means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information:
 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and Health Information Technology for Economic and Clinical Health Act;
 2. Gramm-Leach-Bliley Act of 1999;
 3. the California Security Breach Notification Act (CA SB 1386) and Massachusetts 201 CMR 17;
 4. Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
 5. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; and
 6. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
- **Regulatory Fines** means any civil monetary fine or penalty imposed by a federal, state, local or foreign governmental entity in such entity's regulatory or official capacity pursuant to its order under a **Regulatory Proceeding**. **Regulatory Fines** shall not include any criminal fines, disgorgement of profits, multiple damages or civil monetary fines or penalties that are not insurable by law.
- **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading and alleging the violation of **Privacy Regulations** as a result of the **Insured's Wrongful Act**, and which may reasonably be expected to give rise to a covered Claim under Insuring Agreements 4 or 5 of this **Policy**.

- **Technology Products** means computer or telecommunications hardware, software, firmware, or related electronic equipment, including the design, development, manufacturing, assembly, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.
- **Technology Services** means:
 1. information technology consulting and information systems or network analysis, design, programming or integration;
 2. database design and the caching, collecting, compiling, processing, mining, or recording or analysis of data; and
 3. other related services, including:
 - a. information system outsourcing;
 - b. **Website** design, programming or maintenance;
 - c. information system or **Website** hosting;
 - d. **Internet** access services;
 - e. **Internet** search or navigational tool provision;
 - f. electronic mail services;
 - g. electronic data destruction services; and
 - h. application software services delivery.
- **Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.
- **Website** means the software, content and other materials accessible via the **Internet** at a designated Uniform Resource Locator address.

4. Section III, Exclusions, is amended as follows:

- a. The phrase “The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim.**” is deleted in its entirety and replaced with the phrase “The **Company** shall not be liable for **Damages, Claims Expenses, Data Breach Expenses, or Extortion Expenses** on account of any **Claim.**”.
- b. Exclusion A is amended by inserting the following sentence at the end of the subsection:
Solely with respect to the applicability of this exclusion under Insuring Agreements 4 and 5, only facts pertaining to and knowledge possessed by any principal, partner, officer, director or organizational equivalent of an Insured shall be imputed to other **Insureds**.
- c. Exclusion C is deleted in its entirety and replaced with the following:
 - C. for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including any actual or alleged liability assumed by the **Insured**, unless such liability would have attached to the Insured even in the absence of such contract, warranty, guarantee, or promise. This exclusion will not apply to that part of a Claim alleging the unintentional failure to perform **Technology Services** or **Professional Services** with a reasonable standard of care and consistent with industry standards.
- d. Exclusion D is amended by deleting the phrase “alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:” and inserting the phrase “alleging, based upon, arising out of or attributable to the provision

of **Technology Services, Electronic Media Activities or Professional Services, or Technology Products**, for any entity if at the time these services were performed or products provided.” in its place.

- e. Exclusion E is amended by inserting the following after the phrase “brought or maintained by, on behalf of, or in the right of any **Insured**”:

or any other natural person or entity for whom or which an **Insured** is legally liable. However, this exclusion shall not apply to **Wrongful Acts** expressly covered under Section I, Insuring Agreement 5.

- f. Exclusion G is amended by inserting the phrase “as well as any humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination;” at the end of the exclusion.

- g. Exclusion H is amended as follows:

1. The phrase “or in connection with such statutes,” is inserted immediately after the phrase “and any amendments thereto or any rules or regulations promulgated thereunder”;
2. The following provision is added to the end of the exclusion:

However, with respect to a **Wrongful Act** expressly covered under Insuring Agreements 4 or 5, this exclusion shall not apply to a **Regulatory Proceeding or Consumer Redress Fund** for that portion of **Damages or Claims Expenses** allocated to numbered paragraph 5 of the definition of **Privacy Regulations**.

- h. Subsection J is amended as follows:

1. The phrase “or advantage” is deleted and replaced with the phrase “remuneration or financial advantage” in its place;
2. The following provisions are inserted at the end of the exclusion:

However, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of nolo contendere or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Company** for any **Claims Expenses** paid by the **Company**. Solely with respect to the applicability of this exclusion under Insuring Agreements 4 and 5, only facts pertaining to and knowledge possessed by any principal, partner, officer, director or organizational equivalent of an **Insured** shall be imputed to other **Insureds**.

- i. Exclusion K is deleted in its entirety and replaced with the following exclusion:

K. alleging, based upon, arising out of or attributable to a **Wrongful Act** actually or allegedly committed prior to the beginning of the **Policy Period** if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** of which this **Policy** is a continuous renewal or a replacement, any principal, partner, officer, director or organizational equivalent of the **Insured** knew or reasonably could have foreseen that the **Wrongful Act** did or could lead to a **Claim**.

- j. Exclusion L, numbered paragraph 1 is deleted in its entirety and replaced with the following provision:

1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy before the effective date of this **Policy**; or

- k. The following exclusions are added to the **Policy**:

- alleging, based upon, arising out of or attributable to any fees, expenses, or costs paid to or charged by the **Insured**.
- alleging, based upon, arising out of, or attributable to:
 1. any prior or pending litigation, **Claims**, demands, arbitration, administrative or regulatory proceeding or investigation filed or commenced on or before the earlier of the effective date of this **Policy** or the effective date of any policy issued by the **Company** of which this **Policy** is a

continuous renewal or a replacement, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or

2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged therein would constitute **Interrelated Wrongful Acts**.
- alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act**.
 - alleging, based upon, arising out of or attributable to any failure, interruption, or outage to **Internet** access service provided by the **Internet** service provider that hosts the **Insured's Website**, unless such infrastructure is under the **Insured's** operational control. However, this exclusion shall not apply to Insuring Agreement 7.
 - alleging, based upon, arising out of or attributable to the inaccurate, inadequate, or incomplete description of the price of goods, products or services, the disclosure of fees, the failure to meet deadlines, or as a result of the **Insured's** cost guarantees, cost representations, contract price, pricing guarantees or estimates of probable costs or cost estimates being exceeded, or any guarantee or promise of costs savings, return on investment, or profitability.
 - alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.
 - alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - alleging, based upon, arising out of or attributable to the inability to use, or lack of performance of, software programs:
 1. due to the expiration or withdrawal of technical support by the software vendor; or
 2. that are in development, or are in 'beta' or similar testing stage, and/or have not yet been authorized for general commercial release.
 - alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving a failure of **Network Security** where the software or hardware vendor's technical support has expired, been withdrawn, or is no longer available, or the software or hardware has reached end-of-life or end-of-support status.
 - alleging, based upon, arising out of or attributable to any costs or expenses incurred by any **Insured** or others to recall, repair, replace, upgrade, supplement or remove the **Insured's** products, including products which incorporate the **Insured's** products or services from the marketplace.
 - alleging, based upon, arising out of or attributable to the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos, asbestos fibers or dust.
 - alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility; the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

- alleging, based upon, arising out of or attributable to false or deceptive advertising. However, this exclusion shall not apply to **Claims Expenses** to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Company** for any **Claims Expenses** paid by the **Company**.
- alleging, based upon, arising out of or attributable to false, deceptive or unfair business practices or any violation of consumer protection laws. However, with respect to a **Wrongful Act** expressly covered under Insuring Agreements 4 or 5, this exclusion shall not apply to a **Regulatory Proceeding** or **Consumer Redress Fund** for that portion of **Damages** or **Claims Expenses** allocated to numbered paragraph 5 of the definition of **Privacy Regulations**.
- alleging, based upon, arising out of or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret** by or on behalf of the **Insured**.
- alleging, based upon, arising out of or attributable to any validity, invalidity, infringement, violation or misappropriation of any copyright, service mark, trade name, trademark or other intellectual property of any third party..
- alleging, based upon, arising out of or attributable to the development of **Electronic Content** by the **Insured** for others, in the performance of **Advertising Services**.
- alleging, based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications by or on behalf of the **Insured** to multiple actual or prospective customers of the **Insured** or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, and/or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion. However, with respect to a **Wrongful Act** expressly covered under Insuring Agreement 4, this exclusion shall not apply.
- alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights organizations in such entity's regulatory, quasi-regulatory, or official capacity, function or duty. However, with respect to a **Wrongful Act** expressly covered under Insuring Agreements 4 or 5, this exclusion shall not apply.
- alleging, based upon, arising out of or attributable to the failure of any digital rights management software or other copy protection mechanism incorporated into the **Insured's Technology Products**.
- alleging, based upon, arising out of or attributable to the unauthorized or surreptitious collection of **Personal Information** by the **Insured** or the failure to provide adequate notice that such information is being collected. Solely with respect to the applicability of this exclusion under Insuring Agreements 4 and 5, only facts pertaining to and knowledge possessed by any principal, partner, officer, director or organizational equivalent of an **Insured** shall be imputed to other **Insureds**.
- alleging, based upon, arising out of or attributable to the **Insured's** intentional failure to disclose the loss of **Personal Information** in violation of any law or regulation. Solely with respect to the applicability of this exclusion under Insuring Agreements 4 and 5, only facts pertaining to and knowledge possessed by any principal, partner, officer, director or organizational equivalent of an **Insured** shall be imputed to other **Insureds**.
- alleging, based upon, arising out of or attributable to any breach of contract, warranty, guarantee or promise, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise, or unless the liability is a result of a **Wrongful Act** of the **Insured** in providing **Professional Services** pursuant to such contract;

5. Section V, Limits of Liability and Retention, is deleted and replaced with the following:

A. Limit of Liability for Insuring Agreement(s) Purchased

1. With respect to Insuring Agreements 1, 2, 3, 4, and 5:
 - a. the Each **Claim** Limit of Liability stated in Item 3A of the Declarations is the **Company's** maximum liability under the applicable Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - b. the Aggregate Limit of Liability stated in Item 3A of the Declarations is the **Company's** maximum liability under the applicable Insuring Agreement for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
2. With respect to Insuring Agreement 6:
 - a. the Each **Claim** Limit of Liability stated in Item 3A of the Declarations is the **Company's** maximum liability under Insuring Agreement 6 for the sum of all **Data Breach Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - b. the Aggregate Limit of Liability stated in Item 3A of the Declarations is the **Company's** maximum liability under Insuring Agreement 6 for the sum of all **Data Breach Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
3. With respect to Insuring Agreement 7:
 - a. the Each **Claim** Limit of Liability stated in Item 3A of the Declarations is the **Company's** maximum liability under Insuring Agreement 7 for the sum of all **Extortion Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - b. the Aggregate Limit of Liability stated in Item 3A of the Declarations is the **Company's** maximum liability under Insuring Agreement 7 for the sum of all **Extortion Expenses** because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
4. With respect to Insuring Agreements 4 and 5 only, and notwithstanding the otherwise applicable Each **Claim** and Aggregate Limits of Liability stated in Item 3A of the Declarations:
 - a. the Each **Claim Regulatory Proceeding** Sub-Limit of Liability stated in Item 3C of the Declarations is the **Company's** maximum liability under Insuring Agreements 4 and 5 for the sum of all **Damages** and all **Claims Expenses** incurred because of each **Regulatory Proceeding Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - b. the Aggregate **Regulatory Proceeding** Sub-Limit of Liability stated in Item 3C of the Declarations is the **Company's** maximum liability under Insuring Agreements 4 and 5 for the sum of all **Damages** and all **Claims Expenses** incurred because all **Regulatory Proceeding Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
 - c. the **Regulatory Proceeding** Sub-Limit of Liability shall be part of and not in addition to the otherwise applicable Each **Claim** or Aggregate Limits of Liability stated in Item 4A of the Declarations, and will not increase the **Company's** Limit of Liability as provided therein.

Notwithstanding the foregoing, the Each **Claim Regulatory Proceeding** Sub-Limit of Liability and Aggregate **Regulatory Proceeding** Sub-Limit of Liability stated in Item 4B of the Declarations shall not apply to that portion of **Damages** which are allocated to the **Consumer Redress Fund**.
5. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the

earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages, Claims Expenses, Data Breach Expenses,** and **Extortion Expenses** resulting from a single **Claim** shall be deemed, respectively, a single **Damage, Claims Expense, Data Breach Expense,** or **Extortion Expense**.

6. **Damages, Claims Expenses, Data Breach Expenses,** and **Extortion Expenses** shall be part of and not in addition to the applicable Aggregate Limits of Liability stated in Item 4A or 4C of the Declarations, and shall reduce such Aggregate Limits of Liability. If the applicable Limit of Liability is exhausted by payment of **Damages, Claims Expenses, Data Breach Expenses,** or **Extortion Expenses,** the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished. The **Company** is entitled to pay **Damages, Claims Expenses, Data Breach Expenses,** and **Extortion Expenses** as they become due and payable by the **Insureds,** without consideration of other future payment obligations.
7. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds.** This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.

B. Maximum **Policy** Aggregate Limit of Liability

The Maximum **Policy** Aggregate Limit of Liability stated in Item 4C of the Declarations is the **Company's** maximum liability under all Insuring Agreements purchased for the sum of all **Damages, all Claims Expenses, all Data Breach Expenses,** and all **Extortion Expenses** because of all **Claims** under this **Policy.**

C. Retention

1. The liability of the **Company** shall apply only to that part of **Damages, Claims Expenses, Data Breach Expenses,** and **Extortion Expenses** which are in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds.**
2. A single Retention amount shall apply to **Damages, Claims Expenses, Data Breach Expenses,** and **Extortion Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts.**
3. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages, Claim Expenses, Data Breach Expenses,** and **Extortion Expenses,** but the sum of such Retentions shall not exceed the largest applicable Retention.

6. Section VI, Conditions, is amended as follows:

- a. Subsection A, Notice, paragraph 3 is amended by inserting the following sentence at the end thereof:

"Urgent crisis management requests shall be submitted to the **Company** at the hotline set forth in Item 8C of the Declarations."

- b. Subsection C, Other Insurance, is deleted in its entirety and replaced with the following:

C. Other Insurance

If any **Damages, Claims Expenses, Data Breach Expenses,** or **Extortion Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages, Claims Expenses, Data Breach Expenses,** or **Extortion Expenses** subject to the **Policy** terms and conditions, only to the extent that the amount of such **Damages, Claims Expenses, Data Breach Expenses,** or **Extortion Expenses** are in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy.**

- c. Subsection D, Representations, is amended by adding the following subparagraph immediately after subparagraph number 2:
3. Solely with respect to the applicability of VI, Conditions, subsection D, Representations of the **Policy**, only facts pertaining to and knowledge possessed by the person(s) who signed the **Application** or any principal, partner, officer, director or organizational equivalent of an Insured shall be imputed to other **Insureds**.
- d. Subsection F, Territory And Valuation, is deleted in its entirety and replaced with the following:

F. Territory And Valuation

1. Coverage provided under this **Policy** shall extend to **Wrongful Acts** and **Claims** taking place, brought or maintained anywhere in the world.
2. All premiums, limits, retentions, **Damages, Claims Expenses, Data Breach Expenses, Extortion Expenses** 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 of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively, or, if not published on such date, the next date of publication of *The Wall Street Journal*.

- e. Subsection H, Action Against the **Company** and Bankruptcy is amended by deleting the sentence "No action shall lie against the **Company**" and replacing it with the sentence "Except as provided in the Alternative Dispute Resolution Section of the **Policy**, no action shall lie against the **Company**."

7. Section VII, Material Changes in Conditions, Subsection B. Acquisition of the **Named Insured** is amended by inserting the following at the end thereof:

This **Policy** may not be cancelled after the effective time of the event, and the entire premium for this **Policy** shall be deemed earned as of such time.

8. The following sections are added to the **Policy**:

- ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** of **Insureds** shall be considered **Insureds** under this **Policy**, but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured** to the spouse or **Domestic Partner**. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All of the terms and conditions of this **Policy** including, without limitation, the Retention shown in Item 5 of the Declarations applicable to **Damages, Claims Expenses, Data Breach Expenses, or Extortion Expenses** incurred by **Insureds**, shall also apply to **Damages, Claims Expenses, Data Breach Expenses, or Extortion Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

- ALLOCATION

1. If **Damages**, in part, covered by this **Policy** and, in part, not covered by this **Policy**, are incurred on account of a single **Claim** for which the **Company** retains the duty to defend, the **Policy** will pay one hundred percent (100%) of reasonable and necessary **Claims Expenses** incurred in the defense of such **Claims**.
2. **Damages** and **Claims Expenses** incurred by the **Insured** on account of any **Claim** for which the **Company** does not retain the duty to defend shall be allocated between covered and uncovered loss based on the relative legal and financial exposures of the parties and loss at issue.

- ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Company** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

Either an **Insured** or the **Company** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Company** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding **Mediation** administered by any **Mediation** facility to which the **Company** and the **Insured** mutually agree, in which the **Insured** and the **Company** shall try in good faith to settle the dispute by **Mediation** in accordance with the then-prevailing commercial **Mediation** rules of the **Mediation** facility; or (2) arbitration submitted to any arbitration facility to which the **Insured** and the **Company** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either **Mediation** or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of **Mediation**, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least 60 days after the date the **Mediation** shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF231000306 |
| Policy Symbol EON | Policy Number EONMSD391800424- 009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Additional Insured Endorsement

In consideration of the additional premium of \$0, it is agreed that Section II, Definitions, subsection I, the definition of **Insured**, is amended by adding the following:

Insured shall also mean the following entity or individual listed below:

Stewart County, Tennessee

Additional **Insured**

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--|--|--|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF231110107 |
| Policy Symbol EON | Policy Number EONMSD3918004 24-009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Item 7. Professional Services Amended

It is agreed that Item 7 of the Declarations is deleted in its entirety and the following is inserted:

Item 7. **Professional Services:**

Solely in the performance of providing an online tax auction portal/application for others for a fee.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--------------------------------------|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF23296a0708 |
| Policy Symbol EON | Policy Number EONMSD391800424-009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Contingent Bodily Injury, Property Damage (“For” Preamble) with Sub-limit of Liability

It is agreed that:

1. Section III, Exclusions, is amended as follows:
 - a. Subsection B, is amended by deleting the phrase: “alleging, based upon, arising out of, or attributable to” and inserting the word “for”.
 - b. The following exclusions are added, but solely with respect to coverage afforded by this endorsement:
 - alleging, based upon, arising out of, or attributable to the ownership, maintenance, operation, use, or loading of any motor vehicle, aircraft or watercraft owned or operated by or loaned to any **Insured**;
 - for which the **Insured** or any carrier as his, her or its insurer may be held liable under any workers’ compensation, unemployed compensation or disability benefits law, or similar law;
 - to indemnify or contribute with another employer for **Bodily Injury** to any employee of the **Insured** arising out of his or her employment by the **Insured**.
2. Section VI, Conditions, is amended by adding the following to subsection C, Other Insurance:
 - It is a condition precedent to any coverage afforded by this endorsement that the **Named Insured** maintain in full force and effect during the **Policy Period** Comprehensive General Liability insurance, including Products/Completed Operations and Premises/Operations coverage, covering **Bodily Injury** and **Property Damage** in the amount of \$1,000,000 aggregate and applying to the **Named Insured’s** operations.
3. Section V, Limits of Liability And Retention, is amended by adding the following:

Solely with respect to that portion of any **Claim** attributable to **Bodily Injury** or **Property Damage** which is not excluded under Exclusion B (as amended herein) and is otherwise covered under the **Policy**, the maximum Limit of Liability for all such **Claims** in the aggregate shall be \$50,000 aggregate. This limit is a sublimit which shall be part of and not in addition to the otherwise applicable aggregate Limit of Liability stated in Item 3 of the Declarations, and will in no way serve to increase the **Insurer’s** maximum liability under the **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--|--|--|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF389810113 |
| Policy Symbol EON | Policy Number EONMSD3918004 24-009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

False Claims Act Exclusion

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF464220715 |
| Policy Symbol EON | Policy Number EONMSD39180042 4-009 | Policy Period 08-25-2024 To 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF192651205 |
| Policy Symbol EON | Policy Number EONMSD391800424 -009 | Policy Period 08-25-2024 to 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Retroactive Date, Specified Layer

It is agreed that solely with respect to that portion of the Each **Claim** and Aggregate Limits of Liability set forth in Item 3 of the Declarations which is \$1,000,000 excess of \$1,000,000, Item 6 of the Declarations is deleted in its entirety and the following is inserted:

Item 6. **Retroactive Date** (if applicable): 07-19-2021

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

Access to eRisk Hub® Notice to Policyholders

This Policyholder Notice shall be construed as part of your policy but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to the **eRisk Hub®**, a private web-based loss prevention portal to help policyholders manage cyber risk. Founded and managed by NetDiligence®, a leading network security and e-risk assessment services company, the eRisk Hub is a private, web-based portal containing information and technical resources that can assist you in the prevention of network and privacy losses and support you in the timely reporting and recovery if an incident occurs.

The eRisk Hub portal is an internet-based service that features news, content and access to leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

Please note the following:

1. The eRisk Hub portal is private and secure. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Westchester Access Code provided to you.
2. The eRisk Hub portal is for Westchester clients only. Up to three individuals from your organization may register and use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager, or Legal Counsel.
3. The eRisk Hub portal contains a directory of experienced providers of cyber risk management and breach recovery services. Westchester does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.
4. Should you experience a data breach event, you may choose to call the Data Breach Coach Hotline listed in the portal for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Westchester Data Breach Team Panel Guidelines. Therefore, calling the hotline does NOT satisfy the claim notification requirements of your policy.

To register for the eRisk Hub:

1. Send an e-mail request to eriskhub@acegroup.com including the following information to obtain a copy of your Westchester Access Code to the eRisk Hub:
 - a. Your Name (up to three individuals from you organization may register and use the portal)
 - b. Your Title
 - c. Your Phone Number
 - d. Named Insured (Item 1. of your Policy)
 - e. Policy Number

Within four business days you will receive a copy of your Westchester Access Code.

2. Go to www.eriskhub.com/ace.php.
3. Complete the registration form (this will require your Westchester Access Code from Step 1 above).
4. Once registered, access the portal by going to www.eriskhub.com/ace.php and completing the User Login.

ENHANCEMENT ENDORSEMENT

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF477280316 |
| Policy Symbol EON | Policy Number EONMSD391800424- 009 | Policy Period 08-25-2024 To 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that the **Policy** is amended as follows:

Fraud/Crime Exclusion Amended (Final Adjudication and Severability)

1. Section III, Exclusions, subsection A is amended by deleting the phrase “however, this exclusion shall not apply to **Claims Expenses** or the **Company’s** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;” and inserting the following:

however, this exclusion shall not apply unless and until there is an adverse admission by or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**. This exclusion shall only apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion only:

- a. the knowledge of a natural person **Insured** shall not be imputed to any other natural person **Insured**; and
- b. the knowledge of the **Named Insured’s** and any **Subsidiary’s** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, and Risk Manager (or the functional equivalent of such positions) shall be imputed to both the **Named Insured** and such **Subsidiary**. The knowledge of any other **Insured**, other than the aforementioned individuals, shall not be imputed to any **Insured** entity.

Refusal to Settle Clause Amended

2. Section I, Insuring Agreement and Defense, subsection B, Defense is amended by deleting paragraph 2 in its entirety and replacing it with the following:
 2. If the **Insured** refuses to consent to a settlement acceptable to claimant/plaintiff and the **Company**, then the **Company’s** liability to pay **Damages** and **Claims Expenses** under this **Policy** with respect to such **Claim** shall be reduced to (i) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred as of the date the potential settlement was proposed in writing by the **Company** to the **Insureds**, and (ii) 70% of all subsequent covered **Claims Expenses** in excess of such amount, which sum shall not exceed the unexhausted each **Claim** or Aggregate Limits of Liability specified in Item 3 of the Declarations. The remaining **Damages** and 30% of such **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.

Damages Definition Amended (Punitive Damages, Most Favorable Jurisdiction)

3. Section II, Definitions, subsection F, **Damages** is amended by deleting the last paragraph in its entirety and replacing it with the following:

Damages includes punitive and exemplary damages and the multiplied portion of any multiple damage award to the extent such damages are insurable under the internal laws of the applicable jurisdiction that most favors coverage for such damages.

ERP Amended – Replacement Coverage Provision Deleted

4. Section IV, Extended Reporting Period, is amended by deleting the following phrase from the first paragraph: “and does not obtain replacement coverage as of the effective date of such termination or nonrenewal.”

Policy Non-Cancelable by Insurer Except for Non-Payment of Premium

5. Section VI, Conditions, subsection E, Termination, paragraph 1 is deleted in its entirety and replaced with the following:

1. This **Policy** shall terminate at the earliest of the following times:
 - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
 - b. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
 - c. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
 - d. at such other time as may be agreed upon by the **Company** and the **Named Insured**.

The **Company** may not terminate this **Policy** prior to expiration except for non-payment of premium in accordance with paragraph 1.b above or pursuant to paragraph 1.d above.

Notice Amended (60 days)

6. Section VI, Conditions, subsection A, Notice, paragraph 1 is amended by deleting the phrase “30 days” and inserting the phrase “60 days.”

Partial Application Severability, 6 Officers Imputed To Entity

7. Section VI, Conditions, subsection D, Representations, paragraph 2 is deleted in its entirety and replaced with the following:

2. In the event the **Application**, including materials submitted or required to be submitted with the **Application**, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio as to any **Insured** who knew the facts misrepresented or the omissions, whether or not such person knew of the **Application** or this **Policy**.

For purposes of this subsection D, only the knowledge of the **Named Insured's** and any **Subsidiary's** Chief Executive Officer, Chief Financial Officer, President, Chairman of the Board, General Counsel, or Risk Manager (or the functional equivalent of such positions) shall be imputed to the **Named Insured** and such **Subsidiary**. The knowledge of an **Insured**, other than the aforementioned individuals, shall not be imputed to any other **Insured**.

All other terms and conditions of this **Policy** remain unchanged.

ACE Fire Underwriters Insurance Company

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Company** agree as follows:

I. INSURING AGREEMENT AND DEFENSE

A. Insuring Agreement

The **Company** will pay on behalf of the **Insured** all sums in excess of the Retention that the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** because of a **Claim** first made against the **Insured** and reported to the **Company** during the **Policy Period** by reason of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period**.

B. Defense

1. The **Company** shall have the right and duty to defend any covered **Claim** brought against the **Insured** even if the **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Company** and the **Company** shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.
2. The **Company's** duty to defend ends if the **Insured** refuses to consent to a settlement acceptable to the claimant/plaintiff and the **Company**. In such event, the **Company** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, other than for covered **Claims Expenses** incurred until the date of such refusal. The **Insured** thereafter has the duty to defend at its own expense. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
3. The **Company** shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted, or after the **Company** has deposited the remaining available Limit of Liability with a court of competent jurisdiction. In such case, the **Company** shall withdraw from investigation, defense, payment or settlement of such **Claim** and shall tender control of such **Claim** to the **Insured**.
4. If the **Insureds** attend hearings, depositions or trials at the request of the **Company**, the **Company** shall reimburse the **Insureds** for actual loss of earnings and reasonable and necessary expenses due to such attendance, up to \$250.00 per day and a maximum amount of \$5,000 for all **Claims** covered by this **Policy**. Such reimbursement payments by the **Company** to the **Insured** are not subject to the Retention and shall not reduce the Limits of Liability.

II. DEFINITIONS

- A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.
- B. **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- C. **Claim** means:
1. a written demand against any **Insured** for monetary or non-monetary damages;
 2. a civil proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief, commenced by the service of a complaint or similar pleading;
 3. an arbitration proceeding against any **Insured** for monetary damages, non-monetary damages or injunctive relief;
 4. a civil, administrative or regulatory investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
 5. a **Disciplinary Proceeding**; including any appeal therefrom.
- D. **Claims Expenses** means:
1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, in the investigation and defense of covered **Claims**; and
 2. premiums for any appeal bond, attachment bond or similar bond, provided the **Company** shall have no obligation to apply for or furnish such bond.
- Claims Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of the **Company** or the **Insured**.
- E. **Company** means the insurance company providing this insurance.
- F. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay on account of a covered **Claim**, including judgments, any award of prejudgment and post-judgment interest on that part of any judgment paid under this **Policy**, awards and settlements. **Damages** shall not include:
1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
 2. taxes, fines or penalties;
 3. matters uninsurable under the law pursuant to which this **Policy** is construed;
 4. disgorgement of profits by an **Insured**; cost of an **Insured's** correction; fees, commissions, expense or costs paid to or charged by an **Insured**;
 5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; or
 6. any amount relating to a **Disciplinary Proceeding**, other than **Claims Expenses**.

Damages includes punitive and exemplary damages and the multiplied portion of any multiple damage award, to the extent such damages are insurable under the internal laws of any jurisdiction which has a substantial relationship to the **Insured**, the **Company**, this **Policy** or such **Claim**.

- G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct by an **Insured** in the performance of **Professional Services**.
- H. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section IV, **Extended Reporting Period**.
- I. **Insured** means:
1. the **Named Insured**;
 2. any **Subsidiary**, but only with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
 3. any past or present principal, partner, officer, director, trustee or employee of the **Named Insured** or **Subsidiary** thereof (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;
 4. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in paragraph 3 above in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
 5. independent contractors who are natural persons, but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** thereof.
- J. **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.
- K. **Named Insured** means the entity or person specified in Item 1 of the Declarations.
- L. **Personal Injury Offense** means one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. defamation, including libel and slander, and disparagement;
 4. publication or an utterance in violation of an individual's right to privacy; and
 5. invasion of the right to private occupancy, including wrongful entry or eviction.
- M. **Policy** means collectively, the Declarations, the **Application**, this policy form and any endorsements.
- N. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section VI.E, Termination of the Policy.
- O. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county or municipal or local counterpart thereof or any foreign

equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, or noise.

- P. **Professional Services** means only those services specified in Item 7 of the Declarations performed for others by an **Insured** or by any other person or entity for whom the **Insured** is legally liable.
- Q. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
 2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- R. **Retroactive Date** means the date specified in Item 6 of the Declarations.
- S. **Subsidiary** means any entity, other than a joint venture, in which the **Named Insured**:
1. owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company; or
 2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured** or any **Subsidiary**, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a partnership, the members of the management board if such entity is a limited liability company,
- on or before the inception date of the **Policy**, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.
- T. **Wrongful Act** means any actual or alleged negligent act, error, omission, misstatement, misleading statement or **Personal Injury Offense** committed by the **Insured** or by any other person or entity for whom the **Insured** is legally liable in the performance of or failure to perform **Professional Services**.
- U. **Wrongful Employment Practices** means any actual or alleged:
1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
 2. employment-related misrepresentation;
 3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
 4. sexual harassment or other unlawful workplace harassment;
 5. wrongful deprivation of a career opportunity or failure to employ or promote;
 6. wrongful discipline of employees;
 7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
 8. negligent evaluation of employees;

9. failure to adopt adequate workplace or employment policies and procedures;
10. employment-related libel, slander, defamation, or invasion of privacy;
11. employment-related wrongful infliction of emotional distress;
12. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

III. EXCLUSIONS

The **Company** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however, this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred;
- B. alleging, based upon, arising out of, or attributable to any **Bodily Injury** or **Property Damage**;
- C. alleging, based upon, arising out of, or attributable to any liability of others assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- D. alleging, based upon, arising out of, or attributable to **Professional Services** performed for any entity if at the time the **Professional Services** were performed:
 1. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, was a partner, director, officer or employee of such entity;
 2. any **Insured**, or any other natural person or entity for whom or which an **Insured** is legally liable, owned, directly or indirectly, 10% or more of any such entity if it was a publicly held company, or 30% or more of any such entity if it was a privately held or not-for-profit company;
- E. brought or maintained by, on behalf of, or in the right of any **Insured**;
- F. alleging, based upon, arising out of or attributable to any **Wrongful Employment Practice**;
- G. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- H. alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
- I. alleging, based upon, arising out or attributable to any violation of:

1. the Employee Retirement Income Security Act of 1974;
 2. the Securities Act of 1933, the Securities Exchange Act of 1934;
 3. the Racketeering Influenced and Corrupt Organizations Act of 1970; and any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law;
- J. alleging, based upon, arising out of, or attributable to the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled;
- K. alleging, based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the beginning of the **Policy Period**, if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by the **Company** to which this **Policy** is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that such **Wrongful Act** would result in a **Claim**;
- L. alleging, based upon, arising out of, or attributable to:
1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- M. alleging, based upon, arising out of, or attributable to:
1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;
- N. alleging, based upon, arising out of, or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent, copyright, service mark, trademark, trade name, trade secret or any other intellectual property right;

IV. **EXTENDED REPORTING PERIOD**

If the **Company** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

A. Automatic **Extended Reporting Period**

The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

B. Optional **Extended Reporting Period**

1. The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 9 of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 9 of the Declarations following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from

Wrongful Acts taking place prior to the effective date of such termination or nonrenewal.

2. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Company**, and the **Company** receives payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.
 3. The 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.
- C. The **Company** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Company** within 10 days following the date of such notice by the **Company** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
- D. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The Automatic and Optional **Extended Reporting Periods** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **Policy Period** and the Automatic and Optional **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**

V. LIMITS OF LIABILITY AND RETENTION

A. Limits

1. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense**.
2. The Each Claim Limit stated in Item 3 of the Declarations shall be the **Company's** maximum aggregate liability for the sum of all **Damages** and **Claims Expenses** because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
3. The Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for all **Damages** and **Claims Expenses** because of all **Claims**, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
4. The **Disciplinary Proceeding Claims Expenses** Aggregate Limit stated in Item 3 of the Declarations shall be the maximum aggregate liability of the **Company** for **Claims Expenses** for **Disciplinary Proceedings** for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or **Insureds**. This limit is in addition to and is not part of the Each **Claim** Limit or the Aggregate Limit otherwise stated in Item 3 of the Declarations.
5. **Claims Expenses** shall be part of and not in addition to the Aggregate Limit of Liability shown in Item 3 of the Declarations, and shall reduce such Aggregate Limit of Liability.

6. If the Limit of Liability is exhausted by payment of **Damages** or **Claims Expenses**, the obligations of the **Company** under this **Policy** shall be completely fulfilled and extinguished.
- B. Retention
1. The liability of the **Company** shall apply only to that part of **Damages** and **Claims Expenses** which are excess of the Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk. However, the Retention shall not apply to **Claims Expenses** in a **Disciplinary Proceeding**.
 2. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.

VI. CONDITIONS

A. Notice:

1. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Company** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (i) the end of the **Policy Period**, or (ii) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
2. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Company** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
 - a. the identity of the potential claimants;
 - b. a description of the anticipated **Wrongful Act** allegations;
 - c. the identity of the **Insureds** allegedly involved;
 - d. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - e. the consequences which have resulted or may result; and
 - f. the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations. Notice to the **Company** of any **Claim** or **Wrongful Act** shall be given to the **Company** at the address set forth in Item 8A of the Declarations. All other notices to the **Company** under this **Policy** shall be given to the **Company** at the address set forth in Item 8B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

B. Assistance and Cooperation

The **Insured** shall cooperate with the **Company**, and provide to the **Company** all information and assistance which the **Company** reasonably requests including without limitation attending hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered

by this **Policy**. The **Insured** shall immediately forward to the **Company** at the address indicated in Item 8A of the Declarations every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives. The **Insured** shall do nothing that may prejudice the **Company's** position.

C. Other Insurance

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

D. Representations

1. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
 - a. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
 - b. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Company** under this **Policy**.

It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.

2. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or hazard assumed by the **Company** under this **Policy**, this **Policy** shall be void ab initio.

E. Termination

1. This **Policy** shall terminate at the earliest of the following times:
 - a. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Company**;
 - b. 60 days after receipt by the **Named Insured** of a written notice of termination from the **Company**;
 - c. 10 days after receipt by the **Named Insured** of a written notice of termination from the **Company** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
 - d. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
 - e. at such other time as may be agreed upon by the **Company** and the **Named Insured**.
2. If the **Policy** is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed at the customary short rate. If the **Policy** is terminated by the **Company**, the **Company** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

F. Territory And Valuation

1. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place anywhere in the world, provided that the **Claim** is made within the jurisdiction, and subject to the substantive laws of the United States of America, Canada, or their territories or possessions.
2. All premiums, limits, retentions, **Damages** 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 **Damages** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.

G. Subrogation

In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

H. Action Against the **Company** and Bankruptcy

No action shall lie against the **Company**. No person or organization shall have any right under this **Policy** to join the **Company** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Company** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this **Policy**.

I. Authorization

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

J. Alteration, Assignment and Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **Policy** nor prevent the **Company** from asserting any right under the terms of this **Policy**.
2. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Company**.

K. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements. Interpretation

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions of this **Policy**, without regard to the authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company** and without reference to the reasonable expectations of either the **Insured** or the **Company**.

VII. MATERIAL CHANGES IN CONDITIONS

A. Acquisition or Creation of Another Organization If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to **Claims** for **Wrongful Acts** taking place after such acquisition or creation, unless the **Company** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the total revenue of such acquired organization, as reflected in the then most recent consolidated financial statements of the organization, exceeds 10% of the total revenue of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall, no later than 60 days after the effective date of such acquisition or creation:

- a. give written notice of such acquisition or creation to the **Company**;
- b. pay any additional premium required by the **Company**; and
- c. agree to any additional terms and conditions of this **Policy** as required by the **Company**.

B. Acquisition of the **Named Insured**

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of i) the directors of the **Named Insured** if a Corporation; ii) the management committee members of the **Named Insured** if a partnership; iii) the management board of the **Named Insured** if a limited liability company;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Wrongful Acts** taking place after such event.

C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** taking place prior

to the date such organization ceased to be a **Subsidiary**.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|--|---|---|
| Named Insured GovEase Auction LLC | | | Endorsement Number PF477600516 |
| Policy Symbol EON | Policy Number EONMSD391800 424-009 | Policy Period 08-25-2024 To 08-25-2025 | Effective Date of Endorsement 08-25-2024 |
| Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company | | | |

Unsolicited Communications Exclusion

It is agreed that Section III, Exclusions, is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to:
 - (1) the United States of America CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
 - (2) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; or
 - (3) any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

Westchester

A Chubb Company

Chubb Producer Compensation Practices & Policies

Westchester believes that policyholders should have access to information about Westchester's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, 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 Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any “loss” that is otherwise excluded under this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.