OneBeacon  PROFESSIONAL INSURANCE®	877.701.0171 t   888.777.3719 f 6800 College Blvd. Suite 350 Overland Park, Kansas 66211 <b>onebeaconpro.com</b>			
	Atlantic Specialty Insurance Company (Stock company owned by the OneBeacon Insurance Group) (hereinafter referred to as the "Underwriter")			
Application New Business	MEDIA LIABILITY APPLICATION			

### NOTICE APPLICABLE TO APPLICANTS FOR THE ADVERTISER ADVANTAGE POLICY:

**DEFENSE COSTS** ARE PART OF AND NOT IN ADDITION TO THE LIMITS OF LIABILITY OF THE POLICY FOR WHICH THIS APPLICATION APPLIES. **DEFENSE COSTS** WILL ERODE AND MAY EXHAUST THE LIMIT OF LIABILITY. **DEFENSE COSTS** AND **LOSS** SHALL BE APPLIED AGAINST THE RETENTION. THE UNDERWRITER WILL HAVE NO OBLIGATION TO PAY JUDGMENTS, SETTLEMENTS OR **DEFENSE COSTS** ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED BY **DEFENSE COSTS** OR **LOSS**. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING AND CONTACT YOUR PRODUCER WITH ANY QUESTIONS.

NOTICE APPLICABLE TO APPLICANTS FOR THE FOLLOWING - MEDIA ADVANTAGE POLICY, NEWSPAPER ADVANTAGE POLICY OR ADVERTISING AGENCY LIABILITY POLICY:

**DEFENSE COSTS** ARE IN ADDITION TO THE LIMITS OF LIABILITY OF THE POLICY FOR WHICH THIS APPLICATION APPLIES AND THE LIMITS OF LIABILITY ARE NOT REDUCED OR EXHAUSTED BY PAYMENT OF **DEFENSE COSTS**, UNLESS THE POLICY IS MODIFIED BY ENDORSEMENT. **DEFENSE COSTS** AND **LOSS** SHALL BE APPLIED AGAINST THE RETENTION. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING AND CONTACT YOUR PRODUCER WITH ANY QUESTIONS.

#### Instructions:

Whenever used in this Application, the term "Applicant" shall mean the organization identified in response to Question 1 of Section A. Account Information

- 1. Complete only the questions that apply to the Applicant's operations:
  - Advertiser

- · Commercial Printer
- · Newspaper Publisher

- · Advertising Agency
- · Magazine Publisher
- · Broadcaster (Radio and TV)

· Author

- · Multimedia Company
- · Online Content Provider

- · Book Publisher
- 2. If Network Security & Privacy coverage is being requested, Applicant must complete the Network Security & Privacy Supplement.

A. (ACCOUNT INFORMATION)			
1. Applicant Name			
Doing Business As			
Federal Employee I.D. # (FEIN)			
Principle State of Operations			
2. Year Established			
3. Mailing Address	Street:		
	City:	State:	Zip:
	County:	Website Address:	
Physical Address	Street:		
<ul><li>Check here if same as Mailing Address</li></ul>	City:	State:	Zip:
	County:		

NPA-90001-01-14 Page 1 of 16

4. Risk Manager or Contact Person	Name/Title:									
	Email Address:									
	Telephone Number:									
5. Applicant's Legal Structure		orporation [	Partnership	Joint Ve	nture					
6. Please describe the nature of the Ap	6. Please describe the nature of the Applicant's business:									
7. List all states where the Applicant is o	perating and providing serv	ices:								
8. Please identify memberships in any p	professional organizations:									
9. Within the past eighteen (18) month does the Applicant expect to:	s or within the next twelve (	(12) months, has	the Applicar	nt or						
a. Merge, acquire or consolidate w	ith another entity?			Y	es No					
b. Sell or divest another entity or f	acility?			Y	es No					
c. Discontinue any operations or s	ervices?			Y	es No					
<ol> <li>List below all subsidiaries, including date acquired and ownership:</li> </ol>	a description of operations	, relationship to t	the Applicant	-,						
Name & Address	Description of Operations	Relationship	Date Acquired	Ownership %	Tax Status					
11. Does the Applicant own, operate or r described in this Application?	nanage any business or fac	ilities other than	the operation	ns Y	es No					
If "Yes," please provide details, including interest/management role:	ding name of entity and the	Applicant's owne	ership							
					es 🗌 No					
<ol><li>Is the Applicant owned or operated l other governmental or quasi-governmental</li></ol>				or						
If "Yes," by whom?										

onebeaconpro.com/300 | page 2 of 16

NPA-90001-01-14 Page 2 of 16

B.	CURRENT AND REQUESTED COVERA			ed coverage is not auton determine actual covera					
	13. Please indicate below, limits and	d retentions req	uested:						
	Coverage Requested	Lir	mit of Liability Req	uested	Retention Requ	ested			
	Media Liability	\$_		\$	5				
	14. Please provide current insurance	e information:							
	Insurance Carrier	Limit of Liability	Retention	Policy Period MM/DD/YY- MM/DD/YY	Retroactive Date	Premium			
	15. Is the Applicant seeking Subpoena Defense Coverage? Yes No  If "Yes," please identify how many subpoenas have been served in the past three years involving media operations:  16. Was counsel retained to answer, object or otherwise respond to the subpoena? Yes No								
C.	FINANCIAL AND EXPOSURE DETAILS	<mark>S</mark> )							
	17. Identify international media/advertising activities, by country outside the United States and Canada:								
	18. Identify physical locations outs activities are managed in these	ide the United S locations:	States and Canada	and what percentage of	f "media"				
	19. Does the Applicant develop, de	sign or place ad	vertising?			Yes No			

NPA-90001-01-14 Page 3 of 16

Advertiser - Please ass	ign a perc	entage:					
Methods of Advertising							
Television	%	Radio	%	Outdoor	%	Sweepstakes	%
Theatre	%	Magazine	%	Coupons	%	Infomercial	9
Newspaper	%	Internet	%	Telephone Solicitation	%		
Other (describe):			%				
Describe product(s) an	d/or servi	ices:					
Advertising Agency - Pl	ease assi	gn a percentage:					
Advertising Services Pr	ovided						
Public Relations	%	Product Display	%	Literary Agent	%	Photography	%
Package Design	%	Product Testing	%	Trademark Design	%	Market Research	%
Product Design	%	Printing	%	Music Composition	%	Branding	%
Advertising	%	Video and Film	%	Contest/	%	Merchandising	%
Placement		Production		Sweepstake Design		Website Design	%
Other (describe):			%				
Advertising Medium				I			
Internet	%	Brochures	%	Coupons	%	Direct Mail	%
Telemarketing	%	Promotions	%	Infomercial	%	Merchandise/	%
Sweepstakes	%	Outdoor	%	Radio	%	Collateral Materials	,,
Catalog/ Mail Order	%	Television/ Magazine	%	Newspaper	%	Materiale	
Other (describe):			%			1	
Advertising Products							
Tobacco	%	Alcohol	%	Firearms	%	Pharmaceuticals	%
Book Publisher - Identi	fy the type	e of books to be insure	ed - please	assign a percentage:			
Autobiography	%	Current Biography	%	How-to General	%	Medical	%
Celebrity	%	Education Textbook	%	How-to Technical	%	Reference	%
Childrens	%	Fiction	%	Hobbies	%	Travel	%
Law & Justice	%	Health & Fitness	%	Investigative	%	Political/Social	%
Economics & Finance	%	Personal Betterment	%	Historical Biography	%	Commentary	
Other (describe):			%				
Foreign Language							
Spanish	%	Asian	%	French	%	German	%
Italian	%	Other (describe): _	<u> </u>	I	%		

NPA-90001-01-14 Page 4 of 16

Professional services prov	ided - ple	ease assign a percenta	ige:					
Advertising	%	Direct Mail	%	Graphic Design	%	Telemarke	ting	9
Website Design	%	Other (describe):			%		1	
Magazine Publisher								
Content contributed by the	e followin	g - please assign a pe	rcentage:					
Freelance Writer	%	Stringers	%	Volunteers	%	News/Featu	ire Services	9
Staff Employees	%							
Newspaper Publisher Content contributed by the	e followin	g - please assign a pe	rcentage:					
Freelance Writer	%	Stringers	%	Volunteers	%	News/Featu	ıre Services	5
Staff Employees	%			,				
<b>Broadcaster (Radio and</b> Identify programming - ple	-	gn a percentage:						
Original Programming (Excluding News)	%	Live Programming	%	Network Programming	%	Purchase/ Programmi		
Prerecorded Programming	%	Original Local News	%	Provided by a Syndicate or Feature Service	%	News Cont Provided B Wire Servi	Ву	(
Online Content Provider Receipts generated from t		ing services - nlease a	ssiøn a nei	rcentage:				
Application Service Provider	%	Commercial Online Service	%	Domain Name Registration	%	Search En	gine	C
Content Provider	%	Database Services	%	Games	%	Web Page	Design	(
Virtual Community Hosting	%	Web Page Hosting	%	Other (describe):				9
21. Annual Gross Reven	ues							
				United States	С	anada	Interna	ational
Gross annual revenues fr	om all bu	isiness activities		\$	\$	\$		
If 'non-profit' company p	lease pro	vide budget from medi	a activities	\$	\$ \$			
Advertiser								
Annual Gross Advert	ising Bud	get (Expenditures)		\$	\$		\$	
Advertising Agency								
Capitalized Billings (	gross inc	ome + pass thru costs	;)	\$	\$		\$	
Revenue or Income (	gross inc	ome - pass thru costs	)	\$	\$		\$	

**Commercial Printers** 

**Commercial Printers** 

Annual Gross Revenue

Annual Gross Revenue

Average Print Job

Magazine Publisher

NPA-90001-01-14 Page 5 of 16

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	United States	Canada	Internation	₁aı ——
Newspaper Publisher - Annual Gross Revenues				
Newspaper Publishing	\$	\$	\$	
Commercial Printing Services	\$	\$	\$	
In-House Advertising - Annual Advertising Revenues	\$	\$	\$	
Personal Appearance and Media Contributor - Annual Gross Revenues				
Public speaking engagements, panel discussions and guest appearances on television or radio programs:	\$	\$	\$	
Contributing editor, author, free-lance writer or advisor for third-party publications:	\$	\$	\$	
Appearances as an actor, announcer or endorser in product or service advertisements for third parties:	\$	\$	\$	
22. Please complete the following section if seeking coverage for this  a. Title of Work:  b. Synopsis of work:  c. Type of work:				
Social/political commentary Religious	Historical			
☐ Technical ☐ Autobiography	Celebrity tell a	II		
☐ Investigative expose ☐ Other (describe):	in ocionity ten o			
d. Describe the inspiration or genesis for the work:				
e. Projected publication date:				
f. Number of copies to Hardback: Paper be distributed:	erback:	E-book: _		
g. Advance paid by publisher:		<del></del>		
h. Name and address of publisher:		<del> </del>		
23. Has the work been listed in a publisher's book catalog or in othe If "Yes," please advise:	r promotional mater	ials?	Yes N	No
24. Will publisher fact-check the work?			Yes N	No
25. Will work be self-published?			Yes N	No
26. Does the work include living persons or events?			Yes I	No
If "Yes," have efforts been made to verify the accuracy of informa	tion provided by sou	rces?	Yes I	No

NPA-90001-01-14 Page 6 of 16

If "Ye							
28. Has	Yes No						
If "Y€							
Book Pu	blisher:						
29. Are a	any of the bo	ooks invest	igative works	or unauthorized	d biographies?		☐ Yes ☐ No
30. For c	current year	please spe	cify number	of:			
a.	Original title	es:					
	Reprints:						
C.	Books printe	ed/distribu	ited for other	S:			
31. Is co	overage need	ed for aut	hors?				☐ Yes ☐ No
	ster (Radio se complete		ing section if	seeking covera	ge for this activit	y:	
ist of ations	TV or Radio	Format*	Years in Operation	Revenues	Operating Budget	Radio: Avg. 60 Second Ad Rate TV: Avg. Hourly Ad Rate	If Non-Profit Provide Contributions/Grants
	☐ TV ☐ Radio			\$	\$	\$	\$
	☐ TV ☐ Radio			\$	\$	\$	\$
	☐ TV ☐ Radio			\$	\$	\$	\$
	☐ TV ☐ Radio			\$	\$	\$	\$
	☐ TV ☐ Radio			\$	\$	\$	\$
	☐ TV ☐ Radio			\$	\$	\$	\$
Comme	rcial Broado	aster - CB	1	Public Br	oadcaster - PB	Scho	ol - S
33. Does	s the Applica	nt produce	e or distribute	e any controvers	sial programming?	?	☐ Yes ☐ No
					s or announcers v		☐ Yes ☐ No

NPA-90001-01-14 Page 7 of 16

# Cable TV System Operators:

35. Please complete the following section if seeking coverage for this activity:

Cable System and Location	Years in Operation	Number of Subscribers	Annual Revenues	Geographic Regions Served			
			\$				
			\$				
			\$				
				If Non-Dunfit			
Local Access Channel	Years in Operation	Number of Subscribers	Operating Budget	If Non-Profit Provide Contributions/Grants			
			\$	\$			
	· · · -	riginal programming? ng produced and the total ho	urs of original	☐ Yes ☐ No			
•		e access channels? Tedure and type of programmin	ng available on	☐ Yes ☐ No			
		hannels? n hold harmless agreement an	d indemnify	☐ Yes ☐ No ☐ Yes ☐ No			
Commercial Printe	rs:						
39. Please identify	types of printed mat	erials:					
Advertising/p	ublication inserts	☐ Financial reports/SEC	filings Periodicals/	magazines 'magazines'			
Architectural	blueprints	Foil	Phone book	s/directories			
☐ Books		☐ Stamping/die cutting	Photocopy s	services			
☐ Brochures	☐ Brochures ☐ General printing ☐ Promotional games						
☐ Business form	ns	☐ Lottery tickets	☐ Specialty ite	ems			
☐ Catalogs		Mailing labels	☐ Stationery				
☐ Checks		☐ Newsletters/newspape	rs Trade show	materials			
Coupons		Package design	Other (desc	ribe):			
☐ Event tickets		Pamphlets/flyers					

NPA-90001-01-14 Page 8 of 16

## Magazine Publisher:

40. Identify all publications to be insured:

Name	Circulation Area	Years in Operation	Circulation And Frequency	Format

41. Identify special publications, such as professional journals and directories:

## Newspaper Publisher:

42. Identify all publications to be insured:

Name	Circulation Area	Years in Operation	Circulation And Frequency	Format

# **Online Content Provider Only:**

43. Please describe activities and services the Applicant wants to insure:

44. Please identify website addresses of representative work:

 $45. \ \ \mbox{What type of content is disseminated by the Applicant?}$ 

NPA-90001-01-14 Page 9 of 16

	Personal Appearance and Media Contributor: (Public speaking engagements, panel discussions and guest appearances on television or radio programs)				
	46. Number of engagements or appearances per year:				
	47. Describe program format and the Applicant's participation:				
	48. Describe content discussed or disseminated:				
	Contributing editor, author, free-lance writer or advisor for third-party publications:				
	<ul> <li>49. Identify number of articles published per year as:</li> <li>a. Contributing editor:</li> <li>b. Free-lance writer:</li> <li>c. Contributing author:</li> <li>d. Publications advisor:</li> </ul>				
	50. List publications to which the Applicant has contributed or acted as advisor:				
	51. Describe the general subject matter of these articles:				
	Appearances as an actor, announcer or endorser in product or service advertisements for third parties				
	52. Number of appearances per year:				
	53. List companies for which the Applicant has made previous appearances:				
D.	(OPERATIONS AND ADMINISTRATION)				
	Risk Management:				
	54. Is in-house or local media counsel consulted regarding complaints, clearance procedures, hold-harmless agreements, disclaimers and licensing issues?	☐ Yes	□ No		
	55. Is local counsel on retainer?	Yes	☐ No		
	56. Is counsel consulted regarding intellectual property issues?	Yes	☐ No		
	57. Does counsel review content of all media activities?	☐ Yes	☐ No		
	58. Name of in-house counsel and telephone number:				

onebeaconpro.com/300 | page 10 of 16

NPA-90001-01-14 Page 10 of 16

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59	. Name of law firm: (please include address and contact information)		
60	. Do employees have access to information or training about intellectual property rights, defamation, newsgathering issues, confidential sources and privacy rights?	☐ Yes	☐ No
61	. Does the Applicant develop any trademarks?	Yes	☐ No
	If "Yes" how many are developed annually?		
62	. Are trademark searches performed?	Yes	□ No
63	. Describe legal review clearance procedures for trademarks and copyrights:		
64	. Does the Applicant review all copyright/trademark licenses to ensure they are up to date and being utilized correctly as to applicability and scope of rights agreed upon?	☐ Yes ☐ N/A	□ No
65	. Do employees execute creative releases?	Yes	☐ No
66	. Are hold-harmless or limitation of liability clauses utilized?	Yes	☐ No
67	. Do models and nonprofessional models execute releases?	☐ Yes	☐ No
68	. Have consents been procured for unoriginal material contained in the work?	Yes	☐ No
	If "No," please describe the efforts:		
69	. Are license fees paid to music licensing organizations?	Yes	□ No
70	. Are hold-harmless/indemnification agreements used with independent contractors that provide content and/or services to the Applicant?	Yes	☐ No
	If "Yes," does the agreement include assignment of rights in any format?	Yes	☐ No
71	. Are subcontractors and independent contractors required to provide proof of insurance?	Yes	□ No
72	. Does the Applicant produce, publish, or distribute media activities in any language other than English?	☐ Yes	□ No
73	. Are disclaimers utilized in respect to financial, legal or medical advice?	☐ Yes	□ No
74	. Are "Letters to the Editor" edited?	Yes N/A	□ No
75	. Has a policy been implemented to handle and respond to complaints?	☐ Yes	☐ No
76	. Have all titles been cleared?	☐ Yes	□ No
77	. Does the Applicant have take down procedures in place in the event the Applicant is notified of infringing or offensive content?	Yes	□ No
78	. Does the Applicant comply with the Digital Millennium Copyright Act (DMCA)?	Yes	☐ No

NPA-90001-01-14 Page 11 of 16

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Advertiser:	
79. List advertising agencies or other 3rd parties utilized by the Applicant:	
80. Are ad agencies or 3rd parties required to indemnify the Applicant?	☐ Yes ☐ No
81. Are ad agencies required to provide proof of insurance?	☐ Yes ☐ No
82. Does the Applicant preserve a paper-trail in respect to marketing ideas and advertising campaigns?	Yes No
83. Does the Applicant engage in comparative advertising?	Yes No
If yes, does a 3rd party conduct the product testing?	Yes No
84. Are releases obtained from all models or persons appearing in advertising campaigns, including employees or their children?	Yes No
85. Do independent contractors provide matter or services for advertising (i.e., graphics, product testing, web design or music composition)?	Yes No
86. Is proof of insurance required?	☐ Yes ☐ No
Advertising Agency:	
87. Please identify major clients:	
88. Does the client review and "sign-off" on advertising?	☐ Yes ☐ No
89. Does the Applicant preserve a paper-trail in respect to marketing ideas and advertising campaigns?	Yes No
90. Do independent contractors provide matter or services for advertising, i.e. graphics, talent, product testing, web design or music composition?	Yes No
If "Yes," are hold harmless or limitation of liability clauses utilized?	Yes No
Book Publisher:	
91. Is there a procedure for clearing book titles?	Yes No
92. Do reporters engage in investigative reporting?	☐ Yes ☐ No
93. Are authors required to indemnify the publisher?	Yes No
Broadcaster (Radio and TV):	
94. Are fact-checkers utilized to verify content accuracy?	☐ Yes ☐ No
95. Do reporters use hidden cameras or microphones?	☐ Yes ☐ No
96. Do reporters participate in "ride-alongs" with law enforcement or emergency medical services personnel?	Yes No
97. Is there a procedure in place regarding the recycling of file footage, notes, tapes or electronic versions thereof?	Yes No
98. Is there a policy regarding the use of confidential sources?	Yes No
99. Is there a policy regarding correction and retraction requests?	☐ Yes ☐ No

NPA-90001-01-14 Page 12 of 16

Commercial Printers:	
100. Does the client approve the proof and sign-off on printing jobs?	Yes No
101. What percentage of print work is provided "camera-ready" from the client?%	
102. Describe quality control procedures to ensure accuracy of materials printed:	
103. If the Applicant prints lottery tickets, coupons or promotional games, describe the procedures followed to maintain the integrity and value of the printed work and ensure proper seeding of winning pieces:	
104. Is the Applicant responsible for seeding winning pieces?	Yes No
105. Does the Applicant provide marketing lists for direct mail services?	Yes No
If "yes," how are these lists developed and categorized?	
106. Does the Applicant print mailing labels for direct mail services? If "Yes," are trademark searches conducted?	☐ Yes ☐ No ☐ Yes ☐ No
107. Has the Applicant ever had to reprint or re-perform a job due to the Applicant's error?	Yes No
If "Yes", provide details including date(s) and cost(s):	
Magazine Publisher:	
108. Do any of the publications focus upon investigative reporting?	☐ Yes ☐ No
If "Yes," how does editorial staff ensure content accuracy?	
Newspaper Publisher:	
109. Does the applicant engage in investigative reporting?	☐ Yes ☐ No
110. Do any of the publications have in-house advertising departments?	Yes No
111. Does the Applicant create advertisements for third parties?	Yes ☐ No
If "Yes":	
<ul><li>a. Are hold harmless or limitation of liability clauses utilized?</li><li>b. Do any of the publications have in-house advertising departments?</li></ul>	☐ Yes ☐ No ☐ Yes ☐ No
112. Are classified advertisements edited?	∐ Yes ∐ No

onebeaconpro.com/300 | page 13 of 16

NPA-90001-01-14 Page 13 of 16

Online Content Provider Only  113. Does the Applicant comply with the Children's Online Privacy Protection Act (COPPA)?			
114. Does the Applicant web cast music?   yes   No   If "Yes," does the applicant comply with statutory licenses?   yes   No   No   If "Yes," does the applicant comply with statutory licenses?   yes   No   No   If "Yes," does the applicant comply with statutory licenses?   Yes   No   No   If "Yes," does identify sources of unoriginal content:   %   Yes   No   No   No   Yes   No   Yes   No   No   Yes   No   No   Yes   Ye	Onlin	e Content Provider Only:	
If "Yes," does the applicant comply with statutory licenses?	113.	Does the Applicant comply with the Children's Online Privacy Protection Act (COPPA)?	Yes No
If "Yes," does the applicant comply with statutory licenses?   yes   No    115. Please identify percentage of content created by the Applicant:	114.	Does the Applicant web cast music?	□ Yes □ No
116. Please identify sources of unoriginal content:  117. Are consents and releases obtained for unoriginal content, including its use on the Internet?		If "Yes," does the applicant comply with statutory licenses?	
117. Are consents and releases obtained for unoriginal content, including its use on the Internet?	115.	Please identify percentage of content created by the Applicant:%	
118. Who operates the Applicant's web server?	116.	Please identify sources of unoriginal content:	
118. Who operates the Applicant's web server?			
CLAIMS HISTORY  120. During the past five (5) years, has any claim that may fall within the scope of the proposed insurance been made against the Applicant or against any entity or individual proposed for coverage under this insurance?  If "Yes," please provide the following information for all such claims as an attachment to this Application: dates of loss, claimant name, all defense and indemnity payments, all defense and indefense and indemnity payments, all defense and indemnity payments,	117.	Are consents and releases obtained for unoriginal content, including its use on the Internet?	☐ Yes ☐ No
120. During the past five (5) years, has any claim that may fall within the scope of the proposed insurance been made against the Applicant or against any entity or individual proposed for coverage under this insurance?  If "Yes," please provide the following information for all such claims as an attachment to this Application: dates of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open), and claim status (open/closed).  NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 120 IS EXCLUDED FROM THE PROPOSED INSURANCE.  121. Provide details on an attachment regarding any open claims or litigation resulting from media activities occurring more than five years ago:  122. Is the Applicant or any entity or individual proposed for coverage under this insurance aware of any fact, circumstance, situation, transaction, event, act, error or omission that the Applicant, any such entity, or any such individual has reason to believe may, or could reasonably be foreseen to, give rise to a claim that may fall within the scope of the proposed insurance?  If "Yes," please attach details to this Application.  NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 122 IS EXCLUDED FROM THE PROPOSED INSURANCE.	118.	Who operates the Applicant's web server?	
120. During the past five (5) years, has any claim that may fall within the scope of the proposed insurance been made against the Applicant or against any entity or individual proposed for coverage under this insurance?  If "Yes," please provide the following information for all such claims as an attachment to this Application: dates of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open), and claim status (open/closed).  NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 120 IS EXCLUDED FROM THE PROPOSED INSURANCE.  121. Provide details on an attachment regarding any open claims or litigation resulting from media activities occurring more than five years ago:  122. Is the Applicant or any entity or individual proposed for coverage under this insurance aware of any fact, circumstance, situation, transaction, event, act, error or omission that the Applicant, any such entity, or any such individual has reason to believe may, or could reasonably be foreseen to, give rise to a claim that may fall within the scope of the proposed insurance?  If "Yes," please attach details to this Application.  NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 122 IS EXCLUDED FROM THE PROPOSED INSURANCE.	119.	Please identify "take down" procedures and compliance with the DMCA - Digital Millenium Copyr	ight Act.
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If "Yes," please explain:	123.	Have any media liability insurers ever canceled or non-renewed coverage?	☐ Yes ☐ No
NOTE: FOR APPLICANTS IN MISSOURI THIS QUESTION IS NOT APPLICABLE			
		NOTE: FOR APPLICANTS IN MISSOURI THIS QUESTION IS NOT APPLICABLE	

onebeaconpro.com/300 | page 14 of 16

NPA-90001-01-14 Page 14 of 16

### F. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

**ALABAMA AND MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ARKANSAS, MINNESOTA, AND OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

**COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA APPLICANTS: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**FLORIDA APPLICANTS:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**OKLAHOMA APPLICANTS: WARNING:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON AND TEXAS APPLICANTS:** Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

**PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**PUERTO RICO APPLICANTS:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

NPA-90001-01-14 Page 15 of 16

#### G. SIGNATURE AND AUTHORIZATION

The undersigned, as authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida accounts, the preceding sentence is replaced with the following: The undersigned, as authorized agent of all individuals and entities proposed for this insurance, represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by us. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

We will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

We are authorized to make any inquiry in connection with this Application. Our acceptance of this Application or the making of any subsequent inquiry does not bind you or us to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to us under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, you must notify us immediately and we may modify or withdraw any quotation or agreement to bind insurance.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

					,
Applicant Name					
By (Authorized Signature)					
Name/Title					
Date					
NOTE: THIS APPLICATION MUST BE SIGNED BY A PARTNER, PRINCIPAL, DIRECTOR OR OFFICER OF THE APPLICANT ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.					
Produced By (Insurance Agent)					
Insurance Agency					
Insurance Agency Taxpayer ID					
Agent License No. or Surplus Lines No.					
Address	Street:				
	City:		9	State:	Zip:
Email Address					
Submitted By (Insurance Agency)					
Insurance Agency Taxpayer ID					
Agent License No. or Surplus Lines No.					
Address	Street:				
	City:			State:	Zip:
NOTE: FOR NEW HAMPSHIRE APPLICANTS, PR	ODUCER'S NAME	AND SIGNATURE AR	E REQUIRED.		

NPA-90001-01-14 Page 16 of 16