

ALLEGIANCE / BEAZLEY

THIS IS A CLAIMS MADE AND REPORTED POLICY WITH DEFENSE COSTS INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

DECLARATIONS

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Insurance is provided by:	POLICY NUMBER:	{Response}
Various Insurers as per attached Schedule	Renewal of:	{Response}

NOTICE: THIS IS A CLAIMS MADE POLICY THAT APPLIES, SUBJECT TO ITS TERMS, ONLY TO “CLAIMS” FIRST MADE DURING THE “POLICY PERIOD,” OR, IF PURCHASED, ANY EXTENDED REPORTING PERIOD, AND REPORTED WITHIN THE TIME SPECIFIED IN THE NOTICE PROVISIONS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY “DEFENSE COSTS” AND “DEFENSE COSTS” WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION. THESE DECLARATIONS, THE COMPLETED, SIGNED APPLICATION, AND THE POLICY WITH ENDORSEMENTS SHALL CONSTITUTE THE CONTRACT BETWEEN THE UNDERWRITERS AND THE INSURED.

ITEM 1. INSURED COMPANY:

Name: {Response}

Address: {Response}

ITEM 2. POLICY PERIOD:

(a) Inception Date: {Response}

(b) Expiration Date: {Response}

at 12.01 a.m. both dates at the Principal Address in ITEM 1

ITEM 3. LIMIT OF LIABILITY (inclusive of Defense Costs):

(a) {Response} Maximum Limit of Liability for each Claim.

(b) {Response} Third-Party Discrimination Limit of Liability.

(c) {Response} Punitive, exemplary, and multiple damages Limit of Liability.

(d) {Response} Maximum aggregate Limit of Liability for all Claims

(e) {Response} Defense-Only Limit of Liability.

ITEM 4. SELF-INSURED RETENTION:

{Response} Each and every Claim

ITEM 5. PRIOR AND PENDING DATE:

{Response}

ITEM 6. PREMIUM:

{Response} Premium

ITEM 7. NOTIFICATION OF CLAIMS TO:

{Response}

ITEM 8. SERVICE OF SUIT:

Mendes & Mount, 750 Seventh Avenue, New York, New York 10019-6829

Dated in London: {Response}

{Response}

ALLEGIANCE/ BEAZLEY

IMPORTANT NOTE: THIS IS CLAIMS MADE AND REPORTED COVERAGE.
PLEASE READ THIS POLICY CAREFULLY.

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY CLAIMS: 1. FIRST MADE DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD IF EXERCISED; AND 2. REPORTED WITHIN THE TIME SPECIFIED IN THE NOTICE PROVISIONS. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY DEFENSE COSTS. DEFENSE COSTS AND LOSS PAYMENTS SHALL BE APPLIED AGAINST THE SELF-INSURED RETENTION.

**EMPLOYMENT PRACTICES
LIABILITY INSURANCE**

ALLEGIANCE / BEAZLEY

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties, and what is and is not covered.

Throughout this **Policy** the words “you” and “your” refer to the **Insured Company** shown in the Declarations. The words “we”, “us”, and “our” refer to the Underwriters providing this insurance.

The word “**Insured**” means any person or organization qualifying as such under the definition of **Insured** in SECTION III.F.

Other words and phrases that appear in **bold** have special meaning as described in SECTION III.

In consideration of payment of the premium and in reliance upon the statements made in the **Application**, which is made a part of and deemed attached to this **Policy** and subject to the Declarations and the limitations, conditions, provisions, and other terms of this **Policy**, the Underwriters and the **Insureds** agree as follows:

I. INSURING AGREEMENT

We will pay all **Loss** that the **Insureds** become obligated to pay as a result of **Claims** first made against any **Insured** during the **Policy Period**, or the Extended Reporting Period if applicable, and reported in accordance with the notice provisions in Section V.B.1, for **Wrongful Employment Practices** or **Third-Party Discrimination**.

II. DEFENSE AGREEMENT

We will defend the **Insureds** against all **Claims** to which this **Policy** applies in accordance with the defense provisions in Section V.A.

III. DEFINITIONS

A. **Application** means all applications, including attachments and submitted materials, for this **Policy**. All such applications, attachments, and materials are deemed attached to and incorporated into this **Policy**.

B. **Claim** means:

1. a written demand for monetary damages or non-monetary relief, including injunctive relief, or for mediation, arbitration or the tolling or waiver of a statute of limitations;
2. a charge, complaint or other notice of commencement of federal, state, or local administrative proceedings by or before any agency with authority over the **Insured Company's** employment practices;
3. the filing of a civil lawsuit or arbitration proceeding; or
4. the filing of a criminal lawsuit or the institution of criminal proceedings; provided, however, that the decision to consider such lawsuit or proceedings a **Claim** shall be at the discretion and express request of the **Insured Company** shown in the Declarations.

A **Claim** is deemed first made when it is received by an **Insured**.

For the purposes of this **Policy**, all **Claims** arising out of the same **Wrongful Employment Practices** or **Third-Party Discrimination** and all **Interrelated Claims** shall be deemed 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**.

- C. **Defense Costs** means reasonable and necessary fees, costs, and expenses incurred by counsel, experts or investigators appointed or pre-approved by us in the investigation, defense and appeal of any **Claim** pursuant to DEFENSE AGREEMENT Section II; but **Defense Costs** do not include any wages, salaries, fees, or expenses of any **Insured**, except the expenses of **Insureds** required to attend court hearings or trial, up to a cap of \$5,000. **Defense Costs** will include legal and investigation fees necessary to respond to potential **Claims** identified under Section V.B.2, if incurred at our request and direction.
- D. **Employee** means any individual whose labor or service is engaged by and directed by the **Insured Company**, including volunteers and all staff members, whether part-time, full-time, seasonal, or temporary, and including joint **Employees** and **Leased Employees**. Independent contractors will also be considered **Employees**, as will claimants alleging they are employees under the law.
- E. **Financial Impairment** means the status of the **Insured Company** resulting from the appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Insured Company**.
- F. **Insured** means the **Insured Company** and individuals who are your current or former principals, partners, officers, directors, trustees, shareholders, members of the Board of Managers, management committee members, in-house general counsel and those **Employees** for whom you request coverage at the time of the **Claim**, acting in their capacities as such. For **Insured Companies** domiciled outside of the United States, the functional equivalents of such individuals will be considered **Insureds**. If, at any time during the **Claim**, you no longer want us to provide coverage for any such **Employee(s)**, you shall send us written notice requesting that coverage for the **Employee(s)** be withdrawn. Coverage for the **Employee** shall cease as of the date we receive such notice.
- G. **Insured Company** means the organization(s) listed in Item 1 of the Declarations, whether as a corporation, partnership, joint venture, association, or otherwise, and any **Insured Subsidiary**. A debtor in possession, or the foreign equivalent thereof, of any **Insured Company** will also be considered an **Insured Company**.
- H. **Insured Subsidiary** means any organization at least 50% owned by the **Insured Company** listed in Item 1 of the Declarations. Subject to the provisions contained in Section V.O of this **Policy**, **Insured Subsidiary** shall also include any organization acquired by the **Insured Company** listed in Item 1 during the **Policy Period**; *provided, however*, that: 1. such acquired organization is at least 50% owned by the **Insured Company**; 2. the total number of the acquired organization's employees does not exceed 50% of the total number of the **Insured Company's Employees** as of the inception date of this **Policy**; and 3. coverage for such acquisition shall only apply to **Loss**, including **Defense Costs**, arising from **Wrongful Employment Practices** or **Third-Party Discrimination** taking place after the acquisition.

- I. **Interrelated Claims** means all **Claims** arising from **Wrongful Employment Practices** and **Third-Party Discrimination** that have as a common nexus any fact, circumstance, situation, event, transaction, or series of related facts, circumstances, situations, events, or transactions.
- J. **Leased Employee** means any **Employee** who is leased to you to perform work at and for the **Insured Company** and over whom you control the means and manner of their work.
- K. **Loss** means damages, judgments, settlements, verdicts, and awards, including compensatory damages, back pay, front pay, statutory attorneys' fees, pre-judgment and post-judgment interest, statutory liquidated damages and **Defense Costs** in excess of the Self-Insured Retention. Punitive, exemplary, and multiple damages are also **Loss** if such coverage is purchased and indicated by an amount appearing in Item 3(c) of the Declarations, and to the extent insurable under the law of any applicable jurisdiction most favorable to insurability.
- Loss** does not include: 1. fines, penalties, or taxes; 2. any amount for which the **Insured** is absolved from payment; 3. stock options or amounts reflecting the value of stock options; 4. amounts owed under employment contracts, partnership, stock or other ownership agreements, or any other type of contract; 5. severance pay; 6. disability, social security, workers' compensation, medical, insurance, retirement or pension benefits, or settlement amounts representing benefits payments; 7. the cost to modify any premises or provide any accommodation to any disabled person; 8. the cost of instituting or conducting any program, procedure, or training; 9. the cost of instating or reinstating employment, or providing any non-monetary relief; or 10. any relief, whether pecuniary or injunctive, imposed or agreed to in connection with criminal lawsuits or proceedings.
- L. **Policy** means, collectively, the Declarations, the **Application**, this form, and any endorsements.
- M. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to any prior cancellation described in Section V.R of this **Policy**.
- N. **Third-Party Discrimination** means any actual or alleged discrimination, including harassment, or civil rights violation by an **Insured** against any non-**Employee**.
- O. **Wrongful Employment Practice** means any actual or alleged
1. violation of any federal, state, local or common law, prohibiting any kind of employment-related discrimination;
 2. harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment and including workplace harassment by non-employees;
 3. abusive or hostile work environment;
 4. wrongful discharge or termination of employment, whether actual or constructive;
 5. breach of an implied employment contract or promissory estoppel;
 6. breach of an actual or written employment contract as long as another **Wrongful Employment Practice** is also alleged;

7. wrongful failure or refusal to hire or promote, or wrongful demotion;
8. wrongful failure or refusal to provide equal treatment or opportunities;
9. employment termination, disciplinary action, demotion or other employment decision that violate public policy or the Family Medical Leave Act or similar state or local law;
10. defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy;
11. wrongful failure or refusal to adopt or enforce adequate workplace or employment practices, policies or procedures;
12. wrongful, excessive or unfair discipline;
13. wrongful infliction of emotional distress, mental anguish, or humiliation;
14. retaliation, including retaliation for exercising protected rights, supporting in any way another's exercise of protected rights, or threatening or actually reporting wrongful activity of an **Insured** such as violation of any federal, state, or local "whistle blower" law;
15. wrongful deprivation of career opportunity, negligent evaluation or failure to grant tenure;
16. violation of the Uniformed Services Employment and Reemployment Rights Act; or
17. negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1 through 15 above,

but only if employment-related and claimed by or on behalf of an **Employee**, former **Employee**, or applicant for employment, and only if committed or allegedly committed by any of the **Insureds** in their capacity as such.

IV. EXCLUSIONS

We are not obligated to defend, or pay **Loss**, including **Defense Costs**, on account of any **Claim**:

1. for an actual or alleged violation of the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the Employee Retirement Income Security Act of 1974, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state, or local statutory or common law, including any actual or alleged violations of any federal, state or local wage and hour laws or regulations, whether or not such allegations are made in connection with any governmental or administrative proceedings *provided, however*, 1. this exclusion will not apply to any **Claim** of any actual or alleged retaliatory treatment on account of the exercise of rights pursuant to any such law; and 2. in the event a **Claim** or **Interrelated Claims** excluded from coverage by this exclusion is brought by or on behalf of more than one claimant, and also alleges **Wrongful Employment Practices** otherwise covered by this

Policy, notwithstanding the provisions of DEFENSE AGREEMENT Section II, Underwriters agree to pay only that portion of **Defense Costs** and/or **Loss** arising solely from such **Wrongful Employment Practices** allegations and subject to all other terms, conditions and exclusions contained in this **Policy**;

2. based upon, arising out of, or attributable to any fact, circumstance, or situation
 - (i) that was the subject of written notice given under any prior policy of which this **Policy** is a renewal and/or replacement;
 - (ii) that was the subject of any written demand for monetary damages, administrative or arbitration proceeding or civil or criminal litigation against any **Insured** as of the Prior and Pending Date identified in Item 5 of the Declarations, or the same or substantially the same fact, circumstance, or situation underlying or alleged in the prior matter; or
 - (iii) that was identified in any summary or statement of claims or potential claims submitted in connection with the **Application**;
3. arising out of, based upon, or attributable to, the adjudicated criminal action the part of any **Employee** provided, however, that the criminal act of one **Employee** shall not be imputed to any other **Insured** for purposes of this exclusion;
4. based upon any wrongful act or omission of any **Insured** serving in any capacity other than as your principal, officer, director, trustee, or **Employee**; or
5. by a non-**Employee** for bodily injury including assault and battery.

V. GENERAL CONDITIONS AND LIMITATIONS

A. Defense and Settlement

We have the right and duty to defend any **Claim** covered by the **Policy** and such obligation is limited to amounts constituting **Defense Costs**.

Our duty to defend any **Claim** will end once the Limit of Liability, as stated in Item 3(a) of the Declarations, is exhausted by the payment of **Loss**, including **Defense Costs**. If our duty to defend ends with respect to any **Claim**, we will notify you so that you can arrange to take control of the defense of the **Insureds**. We will take whatever steps are necessary to avoid a default judgment during a transfer of control of the defense of any such **Claim**. If we do so, you agree to repay the reasonable expenses incurred by us during the transfer and further agree that, in undertaking the steps necessary to avoid a default judgment during the transfer, we have not waived any rights under the **Policy**.

We may, with your consent, settle any **Claim** for any monetary amount that we consider reasonable. If you do not give your consent to such settlement, then our liability for all **Loss**, including **Defense Costs**, on account of such **Claim**, will not exceed: 1. the amount for which we could have settled the **Claim** plus **Defense Costs** incurred as of the date we proposed such settlement; plus 2. eighty-five percent (85%) of covered **Loss** excess of the proposed settlement as long as fifteen percent (15%) is borne by the **Insured** at its own risk and uninsured. This provision shall not apply unless the total **Loss**, including the proposed settlement, would exceed the applicable Self-Insured Retention.

The **Insureds** will not incur any **Defense Costs**, settle, or offer to settle any **Claim**, assume any contractual obligation, admit liability, voluntarily make any payment or confess or otherwise consent to any damages or judgments with respect to any **Claim** covered by this **Policy**, if, with regard to settlement, the total **Loss**, including **Defense Costs**, would exceed the Self-Insured Retention, without our prior written consent, which will not be unreasonably withheld. We will not be liable for any **Defense Costs**, settlement, assumed obligation, admitted liability, voluntary payment, or confessed damages or judgments to which we have not consented.

The **Insureds** will provide full cooperation and all information and particulars that we may request to conduct an investigation, defend a **Claim**, or to reach a settlement of the **Claim**. The **Insureds** agree that in the event of a **Claim**, they will do nothing that may prejudice our position or rights of recovery.

B. Notice Provisions

1. Notice of **Claim**

The **Insureds** will, as a condition precedent to their rights under this **Policy**, give our Authorized Representatives, as identified in the Declarations, written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Insured's** in-house counsel, human resources department, risk manager or any executive officer becomes aware of such **Claim**, but in no event later than seventy-five (75) days after the end of the **Policy Period**. Along with the notice of **Claim**, the **Insureds** will provide our Authorized Representatives, as identified in the Declarations, with copies of all documentation comprising the **Claim** as well as all authorization, cooperation, or assistance as we may require throughout the duration of the **Claim**.

Under no circumstances shall Underwriters pay any **Defense Costs** incurred prior to **Claim** notification.

2. Notice of Potential **Claim**

Solely at the **Insured's** option, the **Insured** may within the **Policy Period** or within the Extended Reporting Period, if purchased, provide us with notice of circumstances that could give rise to a **Claim** for **Wrongful Employment Practices** or **Third-Party Discrimination**. Such notice shall include the identity of the person(s) involved and the reason the **Insured** believes a **Claim** may be made. If such notice is received by us or by our Authorized Representative within the **Policy Period**, or within the Extended Reporting Period, if purchased, then any **Claim** subsequently arising from such circumstances shall be deemed made on the date such notice was received.

C. Limit of Liability

1. Our maximum liability for **Loss** and **Defense Costs** combined on account of each **Claim** first made during the **Policy Period** shall be the Limit of Liability set forth in Item 3(a) of the Declarations. Our maximum liability for **Loss** and **Defense Costs** combined on account of all **Claims** first made during the same **Policy Period** shall be the Limit of Liability for the **Policy Period** set forth in Item 3(d) of the Declarations.
2. Item 3(b) of the Declarations reflects our maximum liability for **Claims** of **Third-Party Discrimination**. Item 3(c) of the Declarations reflects our maximum liability for punitive, exemplary, and multiple damages. The amounts indicated in Item 3(b)

and Item 3(c) of the Declarations will not operate to increase the per **Claim** Limit of Liability indicated in Item 3(a) of the Declarations or the aggregate Limit of Liability indicated in Item 3(d) of the Declarations.

3. The Limit of Liability for the Extended Reporting Period, if exercised, shall be part of and not in addition to the Limit of Liability for the **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in Item 3(d) of the Declarations, which shall be our maximum liability for all **Loss**, including **Defense Costs**, on account of all **Claims** first made during such **Policy Period** and Extended Reporting Period, combined.
4. **Defense Costs** shall be part of, and not in addition to, the Limits of Liability set forth in Items 3(a)-3(d) of the Declarations, and **Defense Costs** shall reduce the Limits of Liability. Notwithstanding the other provisions of this Section V., if purchased and indicated in Item 3 (e) of the Declarations, an additional Limit of Liability shall apply for coverage of **Defense Costs** only (referred to as the "Defense-Only Limit"). This Defense-Only Limit shall apply to **Defense Costs** in the first instance, leaving the original Limit of Liability as indicated in Items 3(a)-3(d) of the Declarations to apply second to: 1. **Defense Costs** incurred in excess of, and after exhaustion of, the Defense-Only Limit and/or 2. any other **Loss**, such as damages, judgements, settlements, verdicts, and awards, until the original Limit of Liability is exhausted.

In no event shall the Defense-Only Limit apply to **Loss** other than **Defense Costs**, and in no event shall we be obligated to pay more than the original Limit of Liability indicated in Items 3(a)-3(d) of the Declarations toward **Loss**, other than **Defense Costs** within the Defense-Only Limit.

In no event shall our obligations under the **Policy** exceed the combination of the original Limit of Liability in Item 3(a) of the Declarations plus the Defense-Only Limit indicated in Item 3(e) of the Declarations. If a Defense-Only Limit is purchased, references in other parts of Section V to "Limit of Liability" shall refer to the combination of the original Limit of Liability and the Defense-Only Limit, subject to all other limitations and conditions of coverage.

Purchase of the Defense-Only Limit shall not alter your Self-Insured Retention obligations.

D. Self-Insured Retention

1. Our liability with respect to **Loss**, including **Defense Costs**, arising from each **Claim** shall apply only to that part of **Loss**, including **Defense Costs**, in excess of the Self-Insured Retention amount set forth in Item 4 of the Declarations and that Self-Insured Retention amount will be the **Insured Company's** uninsured responsibility. We shall have no responsibility to make any payment unless the Self-Insured Retention has been exhausted or unless the **Insured Company** is unable to meet its uninsured responsibility on account of **Financial Impairment**.
2. The Self-Insured Retention amount applies to each **Claim** or **Interrelated Claims**, regardless of the number of claimants.
3. If, prior to the termination of any **Employee**, the **Insured** obtains and adopts the written advice of legal counsel recommended or approved by us as respects such termination, then the Self-Insured Retention amount stated in Item 4 of the

Declarations shall be reduced by fifty percent (50%) for any **Claim** commenced by that **Employee** arising from the events of the termination.

4. If a **Claim** is reported within thirty (30) days of when it was first made, the applicable Self-Insured Retention will be reduced by ten percent (10%).
5. If the **Insured** consents to a settlement of a **Claim** within twenty (20) days of the first request by Underwriters to consent and the settlement is accepted by the claimant, then the applicable Self-Insured Retention shall be retroactively reduced by ten percent (10%). Any consent to the same or another settlement after such time shall not reduce the Self-Insured Retention.
6. In the event of: 1. a determination of No Liability of all **Insureds**; or 2. a dismissal or a stipulation to dismiss a **Claim** without prejudice and without payment by any **Insured**, then the applicable Self-Insured Retention shall be retroactively reduced by an amount up to twenty-five percent (25%); provided, however, that in the case of 2, any amounts to be returned shall be returned ninety (90) days after the date of dismissal or stipulation as long as the **Claim** is not reinstated (or any other **Claim** which is subject to the same single Self-Insured Retention according to Section V.D is not brought) within that time, and further subject to an undertaking by the **Insured Company** in a form acceptable to Underwriters that such amounts shall be paid back to Underwriters in the event the **Claim** (or any other **Claim** which is subject to the same single Self-Insured Retention according to Section V.D) is brought after such 90-day period and before the expiration of the statute of limitations for such **Claim**.

“No Liability” for purposes of this provision means: 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reasons of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals; or 2. a final judgment of no liability obtained after trial in favor of all **Insureds**, after the exhaustion of all appeals. In no event shall the term “No Liability” apply to a **Claim** made against an **Insured** for which a settlement has occurred.

7. The aggregate reduction in any one Self-Insured Retention as a result of these subsections 3, 4, 5, and 6 shall not exceed 50% or \$35,000, whichever is less.

E. **Other Insurance**

Unless expressly written to be excess over other insurance, this **Policy** is intended to apply as primary insurance for **Wrongful Employment Practice Claims** covered by this **Policy**. As to coverage for **Claims** against **Leased Employees**, this **Policy** applies excess of all indemnification and insurance available to any **Insured** from or through the leasing company. As to coverage for **Claims** for **Third-Party Discrimination**, this **Policy** applies excess of all indemnification and insurance that may otherwise be available to any **Insured**. Nothing in this provision shall prevent Underwriters or the **Insureds** from seeking contribution or coverage from any other insurer or indemnitor.

F. **Spousal Extension**

If a **Claim** against an **Insured** includes a claim against the lawful spouse or domestic partner of such **Insured** solely by reason of (a) such spousal or domestic partner status, or (b) such spouse's or domestic partner's ownership interest in property or assets that are sought as recovery for **Wrongful Employment Practices** or **Third-Party Discrimination**, any such **Claim** shall be deemed to be a **Claim** against an **Insured**.

All terms and conditions of this Policy, including the Self-Insured Retention, will be applicable to such **Claim**.

The extension of coverage afforded by this Section V.F shall not apply to the extent the **Claim** alleges any wrongful act or omission by such spouse.

G. **Representations and Severability**

In issuing this **Policy**, we relied upon the statements and representations in the **Application**. The **Insureds** represent that all such statements and representations are true and deemed material to the acceptance of the risk or the hazard assumed by us under this **Policy**.

The **Insureds** agree that in the event any such statements or representations are untrue, this **Policy** will not afford any coverage with respect to any of the following **Insureds**:

1. any **Insured** who knew the facts that were not truthfully disclosed in the **Application**, and
2. the **Insured Company**, if the individual(s) who executed the Application knew the facts that were not truthfully disclosed.

No knowledge possessed by any **Insured** shall be imputed to any other **Insured**.

H. **Authorization Clause**

By acceptance of this **Policy**, you agree to act on behalf of the **Insureds** with respect to the giving and receiving of notice of **Claim** or cancellation, the payment of premiums, and the receiving of any return premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements and the giving or receiving of any notice provided for in this **Policy** and the **Insureds** agree that you will act on their behalf.

I. **Subrogation**

In the event of any payment under this **Policy**, we will be subrogated to the extent of such payment to all of your and the **Insured's** rights of recovery. You and the **Insureds** will execute all required papers and do everything necessary to secure and preserve such rights.

J. **Alteration and Assignment**

This **Policy** cannot be changed, modified, or assigned without our written, signed endorsement.

K. **Territory**

Coverage under this **Policy** will extend to **Wrongful Employment Practices** and **Third-Party Discrimination** taking place and **Claims** made anywhere in the world.

L. **Action Against Underwriters**

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all terms of this **Policy**. No person or organization shall have any

right under this **Policy** to join us as a party to any action against **Insureds** to determine the **Insured's** liability nor shall we be impleaded by the **Insureds** or their legal representatives.

It is agreed that any dispute, controversy, or claim arising out of or relating to this **Policy** or its breach, termination, or invalidity, will be submitted either: 1. to final and binding arbitration; or 2. to non-binding mediation, whichever the **Insured** shall select, pursuant to such rules and procedures as the parties may agree or as established by the mediator or arbitrators. In the event of arbitration, the panel shall consist of one arbitrator selected by you, one arbitrator selected by us, and a third independent arbitrator selected by the first two arbitrators. In any arbitration or mediation, each party will bear its own legal fees and expenses.

M. Service of Suit

In the event that any non-binding mediation selected by the **Insured** in accordance with Section V.M does not resolve disputes arising out of or related to this **Policy**, we agree, at your request or the request of any **Insured**, to submit to the jurisdiction of a court of competent jurisdiction within the United States and we will comply with all requirements necessary to give such court jurisdiction. Nothing in this Section V.N constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the firm shown under Item 8 of the Declarations, and that in such suit instituted against any of the Underwriters of this **Policy**, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item 8 of the Declarations is authorized and directed to accept service of process on our behalf in any such suit and/or, upon the request of any **Insured**, to give a written undertaking to such **Insured** that they will enter general appearance upon our behalf in the event such a suit is instituted.

Further, pursuant to the statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor or successors in office, as their true and lawful attorney, upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of any **Insured** or any beneficiary of this **Policy**, and hereby designate the firm shown under Item 8 of the Declarations as the firm to whom the said officer is authorized to mail such process.

N. Changes in Exposure

1. If, during the **Policy Period**, the total number of your **Employees** increases by more than 50% as a result of your merger(s) with or acquisition(s) of any other entity, the **Insured Company** must give us notice of such increase as soon as practicable but in any event within ninety (90) days. We will be entitled to impose such amended coverage terms and adjust the premium as we may require.
2. Neither death, bankruptcy nor insolvency of any **Insured**, nor dissolution of the **Insured Company**, will relieve us of any obligations under the **Policy**.

3. If, during the **Policy Period**, you acquire 50% or more ownership in an organization and the number of acquired employees exceeds 50% of the total number of the **Insured Company's Employees** as of the inception date of this Policy then that organization shall be considered an **Insured Subsidiary** but only if you give us notice of such acquisition as soon as practicable but in any event within ninety (120) days after such acquisition. Coverage for such **Insured Subsidiary** shall only apply to **Loss**, including **Defense Costs**, arising from **Wrongful Employment Practices** and **Third Party Discrimination** taking place after the merger or acquisition.
4. If, during the **Policy Period**, you merge with another entity such that you are no longer the surviving entity or if more than 50% of your outstanding securities representing the present right to vote for the election of directors is acquired by any person or entity, this **Policy** will continue until its natural Expiration Date as set forth in Item 2(b) of the Declarations but only with respect to any **Wrongful Employment Practices** and **Third Party Discrimination** committed before the date of the merger or acquisition.

O. **Extended Reporting Period**

In the event of non-renewal or cancellation of this **Policy**, you shall have the right, upon payment of an additional premium of 75% of the annual premium charged for the non-renewed or cancelled **Policy**, to an extension of the coverage available under this **Policy** for a period of twelve (12) months following the effective date of such non-renewal or cancellation, or 120% for a twenty-four (24) month extension, or 140% for a thirty-six (36) month extension, but only with respect to **Claims** otherwise covered by this **Policy** and only for **Wrongful Employment Practices** or **Third-Party Discrimination** taking place prior to the effective date of such non-renewal or cancellation.

A written request for the Extended Reporting Period must be received by us within forty-five (45) days from the effective date of the non-renewal or cancellation. The premium due for the Extended Reporting Period must be received by us within sixty (60) days of such effective date. The entire premium for the Extended Reporting Period shall be deemed fully earned and non-refundable upon payment.

P. **Non-Renewal**

If we decide not to renew this **Policy**, we will mail or deliver to the **Insured Company** written notice of non-renewal not less than sixty (60) days before the expiration date. If the notice is mailed, proof of mailing will be sufficient notice of non-renewal.

Q. **Cancellation**

You may cancel this **Policy** by mailing written notice to us stating when thereafter such cancellation shall be effective. We may cancel this **Policy** only for non-payment of premium, by mailing written notice to you at the address shown in the Declarations, stating when, not less than ten (20) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing. The effective date and hour of cancellation as stated in the notice shall become the end of the **Policy Period**.

If you cancel, earned premium shall be computed in accordance with the standard short rate table. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

R. Liberalization Clause

In the event the identical unendorsed policy form is amended by us subsequent to the inception date of this **Policy** such that the coverage under such identical unendorsed policy form is broader as a result of the amendments, this **Policy** shall be construed to include the broadened coverage.