Admiral Insurance Company

Executive Liability Insurance Proposal Form for Employment Practices Liability

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made and Reported Policy, relating to claims made against the Insureds during the Policy Period or any Extended Reporting Period that may apply.

Provide details to all "Yes" answers, when applicable, by attachment whether or not prior coverage was in place.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the **Policy**. This Proposal Form is to be completed with respect to the <u>entire</u> **Insured Entity**. **Insured Entity** as used herein is defined to include the **Named Insured** and any **Subsidiaries**.

Name of Named Insured						
Primary Location Street Address				Suite		
City	County	State	State		Zip Code	
Website Address (if applicable)		Federal Employer Identification Number (FEIN)				
Name and title of officer designated as agent of al complimentary Risk Management Services	I Insureds to receive a	any and all notices	from the Insur	er , including bu	t not limited to	
E-mail Address The contact information provided will be used for inter The mailing address is the same as the primary	nal purposes and will no		d party.	Number		
Mailing Street Address			9			
City Limit Requested	State		Zip (Code		
	nit: <u>\$</u>		Deductible: _\$			
 Provide the following information regarding t <u>Type of Coverage</u> Directors and Officers Liability: None Employment Practices Liability: None Fiduciary Liability: None Crime / Employee Dishonesty: None Kidnap / Ransom Coverage: None Employed Lawyers Liability: None Within the last 3 years, has any Claim be policies or similar insurance? Within the last 3 years, has any of the abc cancelled or non-renewed? 	Carrier	Expiration Date	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Deductible \$ \$ \$ \$ \$ above listed Entity been	Premium	
 4. (a) Form of organization: Cooperation: Limited Lia Sole Properation: *If a Joint Venture or Partnership, provide particular 	ability Corporation rietorship / Individual articipation or ownershi ıring / Production dustry s operation since: tandard Industrial Clas	Public AdmiWeb Based	by attachment. inistration	 Joint Ventu Partnership Retail Trade Wholesale 	* 	
(c) Does the Insured Entity have a member If "Yes" provide the association name(s)		ade association(s))?		🗅 Yes 🖵 No	

7.	Is the Named Insured or any Subsidiary publicly held or a public reporting company under the Securities Exchange Act of 1934?						
8.	-	information with respect to the I	-	_			
	Assets (000): \$	Annual Revenues (000):		P	eriod Ending:	/ /	
	Equity (000): \$	Net Income / Loss (000):	\$				
9.	Is the Insured Entity currently	in bankruptcy?				🖵 Yes 🗖 No	
10.	Within the next 12 months:	templating filing a petition for pro	taction under the ba	ankruptov codo?			
		anticipate any plant, facility, brar				Yes No	
11.	Within the last 18 months:	anticipate any plant, racinty, brai	ich of office closings	s, or layous?		🗖 Yes 🗖 No	
11.		ge (resignations, departures, reti	rements. etc.) in the	position of the C	Chairman of the		
		ecutive Officer, Chief Financial C				🛛 Yes 🖵 No	
	(b) has the Insured Entity co	onducted any plant, facility, bran	ch or office closings	, or layoffs?		Yes 🛛 No	
	IF "YES" TO AN	NY PART OF QUESTIONS 10.	DR 11. PROVIDE DE	ETAILS BY ATT	ACHMENT.		
Subs	sidiary Information						
12.	Provide the following informati	on on <u>all</u> Subsidiaries of the In	sured Entity. If "Nor	ne", so state.		None	
			Percent*	Date			
	- · · · · · ·	Nature of Dusing as	<u>Owned by</u>	Created or	Domestic /	N	
	Subsidiary Name	Nature of Business	Insured Entity	<u>Acquired</u>	<u>Foreign</u>	Nonprofit	
						Yes No	
						Yes No	
	*** • • • • • • • • • • • • • • • • • •			. <u> </u>		🗅 Yes 🖵 No	
) percent owned, provide details					
IT	IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED HERE OR BY ATTACHMENT.						
Loss	History Information						
 During the last 5 years, has any Insured, including any Subsidiary, received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration, regulatory investigation or proceeding, including both domestic or foreign equivalents, involving: (a) any current or former employee or third party alleging discrimination, harassment, wrongful discharge and/or 							
	any wrongful employment			•		Yes 🛛 No	
		oportunity Commission or any si				🛛 Yes 🖵 No	
		abor or any similar state or loca ted to, the Fair Labor Standards		iolations of any	wage and hour	🛛 Yes 🗖 No	
	(d) any government agency such as the Labor Department or fair employment agency?						
	(e) the U.S. Immigration and Customs Enforcement Agency?						
	(f) the National Labor Relations Board?						
	(g) any investigation by the Internal Revenue Service, Department of Labor, Pension Benefit Guarantee						
Corporation, or any other local, state or federal agency?						🛛 Yes 🖵 No	
	(h) any intellectual property disputes, including Copyright, Patent, or Trademark Laws?						
	(i) any Security Law or Regulation?						
	(j) any Anti-Trust or Fair Trade Law?						
	(k) the Foreign Corrupt Practices Act?						
	(I) the Office of Federal Contract Compliance Programs?						
14. During the last 5 years, has any Insured , including any Subsidiary , been involved in any lawsuit not disclosed					🛛 Yes 🖵 No		
above?							
		TIONS 13. OR 14. PROVIDE F					
		THERWISE RESOLVED, BY PF Claimant's Name					
(a) Date Claim first made(b) Claimant's Name(c) Allegation(d) Current Status(e) Demand Amount(f) Settlement (Indemnity) or Reserve Amount(g) Attorney's fees(h) Remedial Action Taken							

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 13. OR 14.							
Emp	loyment Practic	es Liability Infor	mation				
15.						Annual Turnover	
		<u>Full Time</u>	Part Time	<u>Temporary</u>	Interns	<u>Rate</u>	
	Current Year: Last Year:						
	(b) How many Lease	d Employees does the	Insured Entity emp	ov annuallv?			
		endent Contractors doe			-		
16.		ne Insured Entity's En	-	-		%	
17.							
	Provide the following information on <u>all</u> plants, facilities, branches or offices of the Insured Entity . If "None", a <u>Location</u> <u>Nature of Business</u> <u>Number of Employees</u>					Domestic / Foreign	
- 18.		tity currently employ a		-	_	Yes No	
19.	 19. Indicate which formal written policies and procedures have been implemented. If "None", so state. None Imployee Handbook / Manual Adherence to Employment "at-will" relationship with all Employees Anti-Discrimination Equal Employment Opportunity Policy Anti-Harassment Policy, including Sexual Harassment Social Media Policy Indicate which formal written policies and procedures have been implemented. If "None", so state. None I-9 Verification Employers with more than 50 Employees Family Medical Leave Act California Employers Only California Family Rights Act 						
20.							
Prior	Knowledge Info	ormation					
21.	expected to result in including but not limit (a) threats by any cu a demand or req	a Claim as defined i ed to, situations involvin irrent or former employ uest by any current or	n the Employment F ng: ee or third party to ta former employee for	Practices Liability Instantiate legal or other act monetary or non-m	s that might reasonably surance Coverage Secti ion against any Insured onetary relief, arising our charge, or other Wrong	on, , or t of f ul	
	(b) knowledge that a	-	employee is engagin	g in, or has engage	d in, acts of discriminati	On, Yes I No	
	 harassment, or other Wrongful Acts? (c) complaints or accusations by other employees or third parties that a current or former employee is engagi in, or has engaged in, acts of discrimination, harassment, or other Wrongful Acts? 						
	(d) warnings, reprima		ary measures taken	-	or former employee for a		
	ES" TO ANY PART	OF QUESTION 21. PF	ROVIDE FULL DET		LEGATION, EVEN IF	THE MATTER HAS	
SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION BY ATTACHMENT:(a) Date Claim first made(b) Claimant's Name(c) Allegation(d) Current Status(e) Demand Amount(f) Settlement (Indemnity) or Reserve Amount(g) Attorney's fees(h) Remedial Action Taken							

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTION 21.

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Please Read Carefully

The undersigned, acting on behalf of all proposed **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the **Policy**. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the **Policy** inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations, provided, however, with respect to such statements and representations, no knowledge or information possessed by any Insured Person shall be imputed to any other Insured Person. If any person or persons knew as of the Policy inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, and such statements materially affect either the acceptance of the risk or the hazard assumed by the Insurer under this Policy, then this Policy shall not apply as to that person or persons. However, if the President, Chief Executive Officer, Chief Financial Officer or Managing Partner of the Insured Entity knew as of the Policy inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, and such statements materially affect either the acceptance of the risk or the hazard assumed by the clarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, and such statements materially affect either the acceptance of the risk or the hazard assumed by the Insurer under this Policy, then this Policy shall not apply as to that person or persons and the Insured Entity;
- the information contained in this Proposal Form shall not be used by the **Insureds** as notice as provided for in section VII. of the Common Policy Terms and Conditions Section of this **Policy**;
- this Proposal Form has been completed as respects the entire Insured Entity;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

President, Chief Executive Officer, Chief Financial Officer, or Managing Partner (Signature)

President, Chief Executive Officer, Chief Financial Officer, or Managing Partner (Print Name)

Title

Dated

Human Resources Manager, or equivalent position (Signature)

This Admiral Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence. A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

<u>NOTICE TO COLORADO APPLICANTS:</u> 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.

<u>NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS:</u> 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.

<u>NOTICE TO APPLICANTS OF KENTUCKY:</u> ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE 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.

<u>NOTICE TO APPLICANTS OF NEW JERSEY AND OKLAHOMA:</u> ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

<u>NOTICE TO MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS:</u> IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

<u>NOTICE TO OHIO APPLICANTS</u>: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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. <u>NOTICE TO APPLICANTS OF FLORIDA</u>: 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.

NOTICE TO ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, 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 FINES AND CONFINEMENT IN PRISON. <u>NOTICE TO NEW YORK APPLICANTS:</u> 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.