

LEXINGTON INSURANCE COMPANY

(hereinafter called the Company)

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PLEASE REVIEW THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED.

NOTICE: THIS IS A CLAIMS MADE POLICY. COVERAGE IS LIMITED TO LIABILITY FOR **CLAIMS** FIRST MADE AGAINST YOU DURING THE **POLICY PERIOD** AND REPORTED TO US DURING THE **POLICY PERIOD** OR, IF APPLICABLE, **EXTENDED REPORTED PERIOD**.

NOTICE: THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS, SETTLEMENTS, OR AWARDS SHALL BE REDUCED BY AMOUNTS INCURRED FOR **DEFENSE EXPENSES**. FURTHER NOTE THAT AMOUNTS INCURRED FOR **DEFENSE EXPENSES** SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

WORDS AND PHRASES THAT APPEAR IN BOLDFACE TYPE HAVE SPECIAL MEANING. REFER TO DEFINITIONS (SECTION VII).

STAFFING PL SELECTSM ERRORS AND OMISSIONS LIABILITY COVERAGE (Claims-Made)

I. **INSURING AGREEMENTS**

A. *ERRORS AND OMISSIONS LIABILITY*

Subject to the applicable Limit of Liability and all of the terms, condition, exclusions, definitions, and other provisions of this policy, We will pay on Your behalf those amounts You become legally obligated to pay as **Damages** resulting from Your **Wrongful Act** or that of another for whom You are legally liable. The **Wrongful Act** must be solely in the conduct of the **Named Insured's Professional Services** and must take place on or after the **Retroactive Date** and before the end of the **Policy Period**. A **Claim** for such **Wrongful Act** must be first made against You during the **Policy Period** and reported to Us during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

B. *DEFENSE AND DEFENSE EXPENSES (INCLUDED WITHIN THE LIMITS OF LIABILITY)*

We shall have the right and duty to defend any covered **Claim** or **Suit** brought against You whether groundless, false, or fraudulent. THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS, SETTLEMENTS, OR AWARDS SHALL BE REDUCED BY AMOUNTS INCURRED FOR **DEFENSE EXPENSES**. Our obligation to defend or continue to defend You against any covered **Claim** or **Suit** shall no longer exist after the applicable Limits of Liability have been exhausted by the payment of **Defense Expenses** or **Damages** or both. In addition, the following terms and conditions below apply:

1. Subject to Our approval, You will have choice of counsel in the defense of any **Suit** brought against You seeking **Damages** for an alleged **Wrongful Act**.
2. You shall not admit or assume liability or settle or negotiate to settle any **Claim** or **Suit** or incur **Defense Expenses** without Our prior written consent.
3. We have the right to investigate any **Claim** or **Suit** and, with Your written consent, settle any **Claim** or **Suit** that We believe is proper. Our duty to defend any **Suit** against You ends if You refuse to consent to a settlement We recommend and the claimant will accept. You must then defend the **Suit** at Your own expense and negotiate any settlement. Our liability will not be more than the amount for which We could have settled had You consented, plus **Defense Expenses** incurred up to the date of Your refusal to consent.

II. **EXCLUSIONS**

This policy shall not apply to any **Claim** or **Suit**:

- A. arising out of:
 - 1) **Your** dishonest, fraudulent, criminal or malicious act, error, or omission, however this exclusion will not apply to any **Insured** who did not personally participate and who was unaware of such act, error, or omission. Further, **We** will defend **Claims** alleging any of the foregoing conduct until final adjudication that such conduct was dishonest, fraudulent, criminal or malicious;
 - 2) **Wrongful acts** in which **You** expected or intended injury or damage, regardless of whether **You** intended the specific injury or damage sustained;
- B. for or arising out of **Bodily Injury, Personal Injury or Property Damage**; however this exclusion will not apply to covered **Wrongful Acts**;
- C. for which **You** or any carrier as **Your** insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- D. arising out of liability of others assumed by **You** under any contract or agreement. This exclusion will not apply to liability which would arise against **You** in the absence of the contract or agreement;
- E. for taxes, fines or penalties;
- F. arising out of the services rendered by a **Worksite Employee**;
- G. directly or indirectly brought about by, arising out of, or attributable to any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USC Sections 1961 et seq. and any amendments thereto (commonly known as RICO), or any rules or regulations promulgated thereunder;
- H. made against **You** under federal or state law:
 - 1) arising out of or relating to the filing of a registration statement with the United States Securities and Exchange Commission, or the offer or sale by means of a prospectus of any security with respect to which a registration statement has been filed, including but not limited to, any claim asserting that such registration statement or prospectus contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; or
 - 2) arising out of or relating to any underwriting agreement for the offer or sale of any security;
- I. arising out of:
 - 1) the actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **Pollutants**; or
 - 2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants** or in any way respond to or assess the effects of **Pollutants**;
- J. arising out of any actual, alleged, attempted, or proposed sexual physical contact or any other sexual abuse or harassment;
- K. arising out of **Discrimination** on any basis whatsoever;
- L. arising out of violation(s) of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, or amendments thereto or any similar provisions of state statutory law or common law, however this exclusion shall not apply to any claim under Section 510 of ERISA or to any claim of retaliation or other adverse action for exercising rights under ERISA;
- M. Arising out of any disputes involving the **Insured's** fees or charges;
- N. by or on behalf of another **Insured**.

III. LIMITS OF LIABILITY

- A. Our liability for any **Claim** or **Claims** made against **You** as the result of one **Wrongful Act** or any series of interrelated **Wrongful Acts** shall not exceed the amount stated in Item 3.a. of the Declarations as applicable to "Each **Wrongful Act**" less the deductible amount stated in Item 4. of the Declarations page.
- B. Our liability for the total of all **Claims** against **You** under this policy shall not exceed the amount stated in Item 3.b. of the Declarations as "Aggregate".

Claims or **Suits** arising out of the same act or omission or out of a series of interrelated acts or omissions shall be considered as arising out of one **Wrongful Act** regardless of the number of **Claims**, claimants, **Suits**, or **Insureds** against whom such **Claims** or **Suits** are brought. **Your** involvement in any act or omission or any series of interrelated acts or omissions or the bringing of multiple **Claims** by multiple claimants shall not operate to convert what would otherwise be one **Wrongful Act** into more than one **Wrongful Act**.

The inclusion in this policy of more than one **Insured** shall not operate to increase the Limits of Liability.

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the aggregate Limit of Liability for the **Policy Period**.

IV. DEDUCTIBLE

With respect to each **Wrongful Act**, **Claim** or **Suit**, **We** shall only be liable for those sums which are in excess of the deductible amount stated in Item 4. of the Declarations page. Such deductible amount shall be borne solely by **You** and shall remain uninsured. The deductible shall be applied to the payment of **Damages** or **Defense Expenses**, or both. The deductible amount shall apply only once to all **Claims** or **Suits** arising from the same **Wrongful Act**. **Claims** arising out of the same act or omission or out of a series of interrelated acts or omissions shall be considered as arising out of one **Wrongful Act** and only one deductible amount shall apply.

V. CONDITIONS

A. Loss Provisions

You shall, as a condition precedent to the availability of the rights provided under this policy, give immediate written notice to **Us** as soon as practicable during the **Policy Period** of any **Claim** or **Suit** made against **You**.

You shall also notify **Us** as soon as practical of any occurrence, incident or circumstance of which **You** become aware and which may reasonably be expected to give rise to a **Claim** or **Suit** covered by this policy.

B. Policy Territory

This policy applies to **Wrongful Acts** committed anywhere in the world, provided that **Suit** is brought in the United States of America, its territories or possessions or Puerto Rico.

C. Notice

All notices of incidents, occurrences, circumstances, **Claims** or **Suits** provided for in this policy shall be in writing and addressed to Claims Department, Lexington Insurance Company, 100 Summer Street, Boston, MA 02110-2103.

D. Assistance and Cooperation

You shall cooperate with **Us** and, upon **Our** request, assist in making settlements and in the conduct of the **Suits**. **You** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** shall not, except at **Your** own cost, voluntarily make any payment, assume any obligation or incur any expense.

E. **Action Against Us**

No action shall lie against **Us** unless, as a condition precedent thereto, **You** shall have fully complied with all the terms of this policy, nor until the amount of **Your** obligation to pay shall have been finally determined either by judgment against **You** after actual trial or written agreement by **You**, the claimant and **Us**. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance provided by this policy. No person or organization shall have the right under this policy to join **Us** as a party to any action against **You** to determine **Your** liability, nor shall **We** be impleaded by **You** or **Your** representative.

F. **Other Insurance**

Such insurance as is provided under this policy will be primary with respect to any other valid and collectible insurance.

G. **Assignment**

This policy and any rights hereunder are not assignable without **Our** written consent. Assignment of interest under this policy shall not bind **Us** until **Our** consent is endorsed hereon; however, subject otherwise to the terms hereof, this policy shall cover the estate, heirs or legal representatives of **You** in the event of **Your** death, bankruptcy, insolvency or being adjudged incompetent.

H. **Subrogation**

In the event of any payment under this policy, **We** shall be subrogated to the extent of such payment to **Your** rights of recovery therefor, and **You** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable **Us** effectively to bring **Suit** in **Your** name. **You** shall do nothing after a **Wrongful Act** or **Claim** to prejudice such rights.

I. **Cancellation**

This policy may be canceled by the **Named Insured** at any time by mailing prior written notice to **Us** stating when the cancellation is to be effective or by surrender of this policy to **Us**. This policy may also be canceled by or on behalf of **Us** by delivering or mailing to the **Named Insured** by registered, certified, or other first class mail, at the address as shown in Item 1. of the Declarations, written notice of at least:

1. ten (10) days before the effective time of cancellation if **We** cancel for nonpayment of premium; or
2. sixty (60) days before the effective time of cancellation if **We** cancel for any other reason. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice, or at the date and time of surrender.

If this policy shall be canceled by the **Named Insured**, **We** shall retain the customary short rate proportion of the premium hereon.

If this policy shall be canceled by **Us**, **We** shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by **Us** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

J. **Sole Agent**

The **Named Insured** identified in Item 1. of the Declarations shall be the sole agent of, and act on behalf of, all **Insureds** for the payment of premium, the receipt of any return premium, the

receipt and acceptance of any endorsement issued to form a part of this policy, the submission and receipt of notice of cancellation or nonrenewal of this policy and the exercising or declining to exercise of any right under this policy.

K. Bankruptcy or Insolvency

Bankruptcy or insolvency of **You** or **Your** estate shall not relieve **Us** of any of **Our** obligations under this policy.

L. Service of Suit

In the event of **Our** failure to pay any amount claimed to be due hereunder, **We**, at **Your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition 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 a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts, 02110-2103 and that in any suit instituted against **Us** upon this policy, **We** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, **We** hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of **You** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

M. Arbitration

Notwithstanding the Service of Suit Condition above, in the event of a disagreement as to the interpretation of this policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) arbitrators consisting of two (2) party-nominated (non-impartial) arbitrators and a third (impartial) arbitrator (hereinafter called "umpire") as the sole and exclusive remedy. The party desiring arbitration of a dispute shall notify the other party, said notice to include the name, address and occupation of the arbitrator nominated by the demanding party and other party shall, within thirty (30) days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the arbitrator nominated by it. The two (2) arbitrators so selected shall, within thirty (30) days of the appointment of the second arbitrator, select an umpire. If the arbitrators are unable to agree upon an umpire, each arbitrator shall submit to the other arbitrator a list of three (3) proposed individuals (including their respective addresses and occupations), from which list each arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to draw, whereby the individual drawn shall serve as an umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within thirty (30) days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the arbitrators. The award will be issued within thirty (30) days of the close of the hearings. Each party shall bear the expense of its designated arbitrator and shall jointly and equally share with the other the expense of the umpire and of the arbitration proceeding.

The arbitration proceeding shall take place in, or in the vicinity of, Boston, Massachusetts. The procedural rules applicable to this arbitration, shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

VI. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

1. Subject to all of the terms and conditions set forth in Section VI. A., **You** shall have an automatic extended reporting period of sixty (60) days, starting with the end of the **Policy Period**. During the automatic extended reporting period, **You** must report to **Us** in writing any **Claims** which were first made during the **Policy Period** and which arose out of a **Wrongful Act** which first took place on or after the **Retroactive Date** but before the end of the **Policy Period**.
2. This automatic extended reporting period does not extend the **Policy Period** or change the scope of coverage provided. **We** shall consider any **Claim** first made against the **Insured** and reported to **Us** in writing during the automatic extended reporting period to have been made on the last date on which this policy is in effect.
3. The automatic extended reporting period shall apply only if this insurance is canceled or not renewed for any reason by **You** or by **Us** and the Optional Extended Reporting Period Endorsement has not been purchased. Coverage under the automatic extended reporting period shall not be canceled.
4. The Limits of Liability that apply at the end of the **Policy Period** are not increased or reinstated for **Claims** first made against the **Insured** and reported to **Us** during the automatic extended reporting period.

B. Optional Extended Reporting Period Endorsement

1. Subject to all of the terms and conditions set forth in Section VI. B., if **You** or **We** cancel or do not renew this policy, **You** have the right to buy an Optional Extended Reporting Period Endorsement. **You** do not have this right if **We** cancel for non-payment of premium.
2. The endorsement applies only to covered **Claims** arising out of **Wrongful Acts**, which take place on or after the **Retroactive Date** but before the end of the **Policy Period**. The **Claim** must first be made against **You** during the **Policy Period** and reported to **Us** in writing after the end of the **Policy Period** and during the optional extended reporting period granted by the endorsement. The optional extended reporting period commences at the end of the **Policy Period**.
3. To obtain this Optional Extended Reporting Period Endorsement, **You** must request this endorsement in writing which **We** receive within ninety (90) days after the **Policy Period** ends and pay the additional premium for it when due. If **You** do so, **We** cannot cancel the endorsement and neither can **You** and **We** shall not pay any return premium. If **We** do not receive the written request and payment as required, **You** may not exercise this right at a later date. If **You** do not pay the additional premium for it when due, the Optional Extended Reporting Period Endorsement shall be void from the beginning.
4. Any change in premium or terms from this policy shall not be considered a refusal to renew.
5. The provision of an Optional Extended Reporting Period Endorsement does not increase or reinstate the Limits of Liability described in the Limits of Liability section of this policy.
6. The additional premium for the Optional Extended Reporting Period Endorsement and the length of the optional extended reporting period shall be as specified in the Declarations, Item 8.

VI. DEFINITIONS

All words or phrases appearing in bold face print in this policy shall have the following meanings:

A. **Bodily Injury** means bodily harm, sickness, emotional distress or disease, including death resulting therefrom.

B. **Claim** means a written demand received by **You** for monetary damages.

C. **Client Company** means:

1. In the case of the **Professional Employer Organization** or **Temporary Help Service Firm**, the worksite employer of **Your Worksite Employees** who may have been former employees of the worksite employer. This worksite employer has a contractual agreement with **You** which defines the responsibilities of the worksite employer in the employer relationship, which include supervision over the work product;

2. In the case where the **Named Insured** provides **Staffing Consultant** services, the employer that the **Named Insured** has a **Client Contract** with to provide such consulting services.

D. **Client Contract** means a written contract or agreement between the **Named Insured** and a **Client Company** pursuant to which the **Named Insured** assumes responsibilities as a **Professional Employer Organization**, **Temporary Help Service Firm** and/or a **Staffing Consultant**, whichever or as many are applicable, for **Professional Services** of a **Client Company**.

E. **Damages** means all forms of compensatory damages, monetary damages, statutory damages, multiplied damages, punitive or exemplary damages, judgements, settlements or awards on account of a **Wrongful Act** covered under the terms and conditions of this policy.

Damages does not include criminal fines, penalties, or non-monetary damages.

It is agreed that the law of the jurisdiction most favorable to the insurability of punitive or exemplary damages shall control for the purpose of resolving any issue or dispute regarding whether such are insurable under this policy.

F. **Defense Expenses** means:

1. attorneys' fees, expert witness fees, and other reasonable fees and costs incurred by **Us**, or by **You** with the **Our** prior written consent, in the investigation and defense of a covered **Claim** or **Suit**;

2. premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a **Suit** **We** defend. **We** will only pay, however, for bonds valued up to the applicable Limit of Liability. **We** have no obligation to apply for, obtain or furnish these bonds;

3. prejudgment and post judgment interest awarded in any **Suit** up to the applicable Limit of Liability.

Defense Expenses shall not include wages, salaries, fees or costs of the directors, officers or employees of **Your** company.

G. **Discrimination** means termination of an employment relationship or a demotion or a failure or refusal to hire or promote or otherwise to take any action against any individual with respect to his or her compensation, terms, conditions, privileges or opportunities of employment because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation or other protected category or characteristic established pursuant to any applicable United States federal, state, or local statute or ordinance.

H. **Insured** means:

1. the **Named Insured** listed in Item 1. of the Declarations;
 2. any person who is or was a partner, officer, director, stockholder or employee of the **Named Insured** but only while rendering **Professional Services** on behalf of the **Named Insured**;
 3. the heirs, executors, administrator, and legal representatives of each **Insured** as defined in 1. and 2. Above, in the event of death, incapacity or bankruptcy but only as respects liability arising out **Professional Services** rendered on behalf of the **Named Insured** prior to such **Insured's** death, incapacity or bankruptcy;
 4. a former partner, officer, director or employee of the **Named Insured** while rendering **Professional Services** on behalf of the **Named Insured**;
 5. joint ventures in which the **Named Insured** is named as a coventurer, but only as respects to the **Insured's** legal liability arising out of the **Insured's** participation in such joint venture.
- I. **Named Insured** means the person or entity designated as such in Item 1. of the Declarations, their **Subsidiaries** and **Newly Acquired or Formed Organizations**.
- J. **Newly Acquired or Formed Organization** means any organization that the **Named Insured** newly acquires or forms during the **Policy Period**, which at the time of acquisition or formation constitutes less than 25% of the overall total assets of the **Named Insured**. Such a **Newly Acquired or Formed Organization** is an **Insured** as of the date upon which the **Named Insured** owns more than 50% of such organization, but no such organization is covered under this policy for any **Damages** that results or arises out of an act, error or omission that happened or commenced before the **Named Insured** acquired or formed it.
- Any **Newly Acquired or Formed Organization** which at the time of acquisition or formation constitutes 25% or more of the overall total assets of the **Named Insured** is an **Insured** as of the date upon which the **Named Insured** owns more than 50% of such organization, but no such organization is covered for:
1. any **Damages** that results or arises out of an act, error or omission that happened or commenced before the **Named Insured** acquired or formed it; or
 2. more than ninety (90) days or the remainder of the **Policy Period**, whichever is less, unless the **Named Insured** gives **Us** written notice of such **Newly Acquired or Formed Organization** and acceptance of any special terms, conditions, exclusions, or additional premium **We** may acquire.
- K. **Personal Injury** means injury other than **Bodily Injury** arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies;
 4. Oral or written publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;
 5. Oral or written publication of material that violates a person's right of privacy.
- L. **Policy Period** means the period commencing on the effective date shown in the Declarations and ending on the earlier of the expiration date or the effective date of cancellation of this policy. If **You** became covered under this policy after that effective date, the **Policy Period** begins for **You** on the date **You** became covered and ends on the earlier of the expiration date or the effective date of cancellation of this policy.

- M. **Pollutants** mean any solid, liquid, gaseous, or thermal irritant or contaminant, including: smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed, as well as medical waste.
- N. **Professional Services** means providing services as a **Professional Employer Organization, Temporary Help Service Firm** and/or **Staffing Consultant** for others for a fee.
- O. **Professional Employer Organization (PEO)** means an employer whose business is to contractually assume defined employer responsibilities of a **Client Company's** work. This employer provides integrated business services to manage human resource responsibilities. The employer delivers these services by establishing and maintaining an employer relationship with the workers assumed from its Clients by a **Client Contract** that defines certain employer rights and responsibilities for its **Client Companies** and **Worksite Employees**.
- P. **Property Damage** means:
1. Physical injury to or destruction of tangible property, including the loss of use of it; or
 2. Loss of use of tangible property, which has not been physically injured or destroyed.
- Q. **Retroactive Date** means the date specified as such on Item 7. of the Declarations.
- R. **Subsidiary** means any entity, in which more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors in such entity is owned or controlled, directly or indirectly, in any combination, by the **Named Insured**.
- S. **Suit** means a civil proceeding in a court, and includes an arbitration proceeding.
- T. **Staffing Consultant** means consulting services more fully described in Item 6. on the declarations page provided under a **Client Contract**.
- U. **Temporary Help Service Firm** means a firm which under a **Client Contract** supplies a **Client Company** with **Your** employee to act as a temporary worker.
- V. **We, Us** or **Our** means the Company issuing this policy.
- W. **Worksite Employee** means an applicant for employment or a person who has been hired by **You** to work for purposes of servicing any **Client Company** pursuant to a **Client Contract** and who works or applies for work subject to said **Client Contract** for said **Client Company**.
- X. **Wrongful Act** means any breach of duty, neglect, error, misstatement, misleading statement, or omission in performing or failing to perform services for others for a fee as a **Professional Employer Organization (PEO), Temporary Help Service Firm** or **Staffing Consultant**.
- Y. **You** or **Your** means the individual, partnership, corporation or other entity named in Item 1. of the Declarations. This shall include any partner, director, officer, employee, or trustee thereof while acting in such capacity. This shall also include their estates, heirs, legal representatives or assignees in the event of their death, incapacity or bankruptcy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of its duly authorized representatives.

Andrew N. Holland
Secretary

[Handwritten Signature]
President