

DIRECTORS AND OFFICERS LIABILITY PROTECT PLUS

Endorsement Library

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ENDORSEMENT NO. xxx

**SISTER COMPANY ENDORSEMENT
(AMEND DEFINITION OF SUBSIDIARY)**

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

- i. The Definition 4.62 **Subsidiary** in Section 4. Definitions is amended to include the following entities:
 - (1) any **Sister Company**; and
 - (2) any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy (or for the purpose of Section 3.2 for New Subsidiaries, during the **Period of Insurance**), in which the **Policyholder**, directly or indirectly through any **Sister Company**:
 - i. controls more than 50% of the shareholder or equity voting rights; or
 - ii. holds more than 50% of the issued share capital or equity; or
 - iii. controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country).
- ii. The Definition **Sister Company** is added to Section 4. Definitions of the Policy as follows:
Sister Company

Sister Company shall mean any entity in which the **Parent Company**:

- (a) controls directly or indirectly more than 50% of the shareholder or equity voting rights; or
 - (b) holds more than 50% of the issued share capital or equity; or
 - (c) controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country).
- but only if such entity is domiciled in the Country of Incorporation of the **Policyholder**.

- iii. The Definition **Parent Company** is added to Section 4. Definitions of the Policy as follows:
Parent Company

Parent Company shall mean [NAME OF PARENT COMPANY OF THE POLICYHOLDER].

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

**INTERNATIONAL INSURANCE PROGRAM ENDORSEMENT
 (Receiving Countries)
 For Worldwide Programmes**

This endorsement effective _____ forms a part of Policy no. XXX issued to _____.
 In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

Schedule

The Schedule is amended as follows:

Item 1.2 is replaced as follows

1.2 Policyholder and Parent Company

1.2.1 Policyholder

Policyholder XXXX

Address: XXXX

Country: XXXX

1.2.2 Parent Company

Policyholder XXXX

Address: XXXX

Country: XXXX

Section 4 - Definitions:

The following amendments to Section 4 – Definitions will be incorporated to this policy:

- i. The definition 4.62 Subsidiary of Section 4. Definitions is deleted in its entirety and replaced with the following:

4.62 Subsidiary

Subsidiary means **Sister Company**, and any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy (or for the purpose of Section 3.2 New Subsidiaries, during the **Period of Insurance**), the **Policyholder**, directly or indirectly through one or more **Subsidiary**:

- 1.1.1. controls the composition of the board of directors, or has the right to elect or appoint a majority of the board of directors (or equivalent in any other country);
- 1.1.2. controls more than 50% of the shareholder or equity voting rights; or
- 1.1.3. holds more than 50% of the issued share capital or equity.

Subsidiary does not include any special purpose entity (SPE), special purpose vehicle (SPV), structure investment vehicle (SIV) or a special purpose acquisition company (SPAC).

For the purposes of determining cover, an entity shall only be deemed a **Subsidiary** with respect to:

- (a) **Wrongful Acts** committed; or
- (b) or a **Pre-Claim Event**, a **Self-Report**, an **Investigation**, an **Extradition Claim**, a **Deprivation of Asset and Liberty Proceeding**, a **Personal Reputation Crisis** which occurred, commenced or arose,

subsequent to the date that such entity first became a **Subsidiary** and prior to the date such entity ceased to be a **Subsidiary**.

- ii. The definition 4.40 Outside Entity of Section 4. Definitions is deleted in its entirety and replaced with the following:

4.40 Outside Entity

Outside Entity means any:

1.1.1. not-for-profit entity; or

1.1.2. for-profit entity in which the **Policyholder** or a **Subsidiary** directly or indirectly owns any equity ownership;

but excluding any:

(a) **Company**;

(b) **Financial Institution**;

(c) pension or superannuation fund, trust or scheme;

(d) special purpose entity (SPE), special purpose vehicle (SPV), structure investment vehicle (SIV) or a special purpose acquisition company (SPAC);

(e) entity whose **Securities** are publicly traded on any exchange in the United States of America or its territories or possessions; or

(f) other entity (other than a not-for-profit entity) in respect of which, at the inception date, or on the date of renewal, of this Policy, or on the date of the first appointment by the **Company** of an **Outside Entity Executive** to such entity, either (i) the value of its assets were less than the amount of its liabilities, taking into account its contingent and prospective liabilities; or (ii) any credit rating issued by any rating agency in respect of that entity or any of its securities was non-investment grade;

unless such entity as described in clauses (a) – (e) is specifically listed as an **Outside Entity** by endorsement to this Policy.

Notwithstanding the above, this definition shall not include any entity that is not domiciled or incorporated in the country of the **Policyholder** as per the Schedule.

iii. The definition 4.41 Outside Entity Executive of Section 4. Definitions is deleted in its entirety and replaced with the following:

4.41 Outside Entity Executive

Outside Entity Executive means any natural person, including any **Director or Officer** or any **Employee** of the **Company** or **Parent Company** who:

4.41.1 did or will serve or act; or

4.41.2 during the **Period of Insurance** is serving or acting;

in the capacity as a director or officer, shadow director, de facto director or trustee (but not a pension trustee) or equivalent position, of an **Outside Entity** at the **Company's** or **Parent Company's** specific direction or request.

iv. The following definition is hereby added to Section 4. Definitions of this policy:

4.66 Sister Company

Sister Company shall mean any entity in which the **Parent Company** directly or indirectly (through another **Subsidiary**):

1. holds more than 50% of the voting rights; or

2. appoints a majority of the board of directors (or equivalent in any other country); or

3. has the right, pursuant to a written agreement with other shareholders, to appoint a majority of the board of directors (or equivalent in any other country),

but only if such entity is domiciled or incorporated in the country of the **Policyholder** as per the Schedule.

Section 5 - Exclusions:

I. The following Exclusion is hereby added to Section 5. Exclusions of this policy:

United States of America Exclusion

The Insurer shall not be liable under this Policy to make any payment for Financial Loss (including Defence Costs) in connection with any Claim made against any Insured, or any Investigation where legal action, regulatory action or litigation is brought in a court of law, arbitration or tribunal (or

similar forum) constituted in the United States of America, its territories and/or dependencies; or arises out of any legal action or litigation brought or maintained outside of the USA to enforce a judgement of a USA court or tribunal (or similar forum); or arises out of any legal action or litigation brought or maintained outside of the USA to enforce a judgement of a USA court or tribunal (or similar forum).

Section 6 – Notification, Defence, Settlement and Indemnification:

Section 6, item 6.1.1. Notification of Claims or Circumstances of the Policy is amended as follows:

- 6.1.1 The **Insurer** shall only be liable under this Policy for **Claims** that have been reported to the **Insurer** in writing as soon as reasonably practicable after the **Policyholder's, Sister Company's** or **Parent Company's** Chief Legal Counsel, General Counsel, Chief Risk Officer, Risk or Insurance Manager or equivalent officer first becomes aware of such **Claim**, but no later than thirty (30) days after the expiry of the **Period of Insurance** or within the **Extended Reporting Period** (if applicable).

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

DELETION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that as of the effective date of endorsement set forth above the endorsement entitled Name of endorsement is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

EXTENDED REPORTING PERIOD PURCHASED ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____ .

In consideration of the premium charged it is hereby understood and agreed that in accordance with Extension 2.17 Extended Reporting Period,

< the Policyholder on behalf of all Insureds has, >

< the Policyholder on behalf of all Insured Persons has, >

< the Insured Person(s) identified below

-
-
-

<has / have> >

purchased the following **Extended Reporting Period** for the following additional premium:

- A. Additional Premium:
- B. Extended Period: days/year

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

EXTENSION DELETION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that as of the effective date of endorsement set forth above the extension entitled Name of extension is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx
EXTENSIONS OF COVER AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 5. Extensions of Cover of the schedule is amended as follows:

The following extension(s) are hereby deleted in its(their) entirety and replaced with the following:

PC instructions: Please, delete the extensions that are not being amended or changed by clicking on the number and using option “delete row”

No.	Extension	Operative	Sub-Limit of Liability	Excess Limit of Liability
2.1	Investigations	Yes / No	N/A	N/A
2.2	Assets and Liberty Protection Cover	Yes / No	xxxx	N/A
2.3	Non-Executive Director Additional Protection	Yes / No		
	Excess Limit of Liability for each Non-Executive Director		N/A	xxxx
	Excess Limit of Liability for all Non-Executive Directors combined		N/A	xxxx
2.4	Pre-Claim Event	No	N/A	N/A
2.5	Civil and Administrative Fines and Penalties	Yes / No	xxxx	N/A
2.6	Extradition	Yes / No		
	Crisis counsellor and/or tax advisor and/or public relations consultant fees, costs and expenses		xxxx	N/A
	Overseas travelling costs and accommodation expenses		xxxx	N/A
2.7	Insolvency Hearing	No	N/A	N/A
2.8	Loss Mitigation	No	N/A	N/A
2.9	Personal Reputation Restoration	Yes / No		
	Personal Reputation Restoration Expenses for each Insured Person:		xxxx	N/A
	Personal Reputation Restoration Expenses for all Insured Persons combined:		xxxx	N/A
2.10	Taxes and Social Security Contributions	Yes / No	xxxx	N/A
2.11	Health and Safety	Yes / No	xxxx	N/A
2.12	Environmental Claim (<i>under extension 2.12 or any cover for Environmental Claims provided under this Policy</i>)	Yes / No	xxxx	N/A
2.13	Cyber Event	No		
	Education & Training		N/A	N/A
	Loss of Data		N/A	N/A
2.14	Derivative Demand Investigation	Yes / No	xxxx	N/A

2.15	Derivative Shareholder Claims Indemnity	Yes / No	N/A	N/A
2.16	Emergency Costs	Yes / No	xxxx	N/A
2.17	Extended Reporting Period	No	N/A	N/A

In the event more than one **Sub-Limit of Liability** applies to any **Financial Loss** covered under this Policy, only one **Sub-Limit of Liability** will apply, being the greater of such **Sub-Limits of Liability**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

LIMIT OF LIABILITY AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 4. Limit of Liability of the Schedule is deleted in its entirety and replaced with the following:

4. Limit of Liability

Xxxx Xxxx in the aggregate per **Policy Period**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

AMENDED PERIOD OF INSURANCE ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that Policy Period as stated in the Schedule is hereby deleted in its entirety and replaced with the following:

1.3 Policy Period

Period of Insurance:	From	Both days inclusive at the local standard time (item 1.2)
	To	

The extension of the **Period of Insurance**: pursuant to this endorsement does not reinstate or increase the applicable **Limits of Liability** as shown in Section 4 of the Schedule.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PERIOD OF INSURANCE EXTENSION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that Policy Period as stated in the Schedule is deleted in its entirety and replaced with the following:

1.3 Policy Period
Period of Insurance: From Original Inception Date Both days inclusive at the
To New Expiration Date local standard time in item
1.2

The extension of the **Period of Insurance** pursuant to this endorsement does not reinstate or increase the **Limit of Liability** set forth in Section 4 of the Schedule of the Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

CANCELLATION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

It is hereby understood and agreed that in consideration of the return premium of CUR _____, this Policy is cancelled effective [Cancellation Effective Date].

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx
POLICYHOLDER AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____ .

In consideration of the premium charged it is hereby understood and agreed that Policyholder as per the Schedule is deleted in its entirety and replaced with the following:

- 1.2 Policyholder
Policyholder
Address:
Country:

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx
PREMIUM AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 10. Premium of the Schedule is deleted in its entirety and replaced with the following:

10. Premium

per **Period of Insurance**, net of all applicable taxes, duties and levies

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PRIOR AND PENDING DATE AMENDATORY SCHEDULE ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that Section 7. Prior and Pending date of the Schedule is deleted in its entirety and replaced with the following:

7. Prior and Pending Date

Prior and Pending Date:

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

RETENTIONS AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____ .

In consideration of the premium charged it is hereby understood and agreed that Section 6. Retentions of the Schedule is deleted in its entirety and replaced with the following:

6. Retentions

US Securities Claim:

Other **Claims** brought or commenced, in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions

All other **Securities Claims:**

All other **Claims:**

each and every
Claim and/or
Financial Loss

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

ABSOLUTE BANKRUPTCY/INSOLVENCY/CREDITORS EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Bankruptcy, Insolvency and Creditors

- (1) alleging, arising from, based upon, in connection with, attributable to or as a consequence of:
 - (i) any **Wrongful Act** which is alleged to have led or caused, directly or indirectly, wholly or in part, to the bankruptcy or insolvency of the **Company** or any **Insured**, or to the **Company** filing a petition, or a petition being filed against the **Company** or any **Insured**; or
 - (ii) the **Company** or any **Insured** having sustained **Financial Loss**, directly or indirectly, wholly or in part, to a **Wrongful Act** of any **Insured**, but only if such **Claim** is made after the **Company** or any **Insured** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Company** or any **Insured** has assigned its assets for the benefit of its creditors; or
- (2) relating to or arising from any **Claim** which is brought by, or on behalf of, or at the instigation of any creditor or debt-holder of the **Company** or any **Insured**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or **Claims** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Company** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. XXX

ABSOLUTE CYBER EVENT EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

- (i) The Schedule is amended as follows:

5. Extensions of cover					
No.	Extension	Operative	Sub-Limit of Liability	Excess Liability	Limit of
2.13	Cyber Event	No	N/A	N/A	

- (ii) The Policy is amended as follows:

Cyber Event exclusion is hereby added to Section 5. Exclusions of the Policy with the following:

Cyber Event

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of a **Cyber Event**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

ABSOLUTE SECURITY OFFERING EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that:

- (i) Section 3.4 Public Offering of Securities is hereby deleted in its entirety; and
- (ii) the following exclusion is hereby added to Section 5 Exclusions of the Policy as follows:

Absolute Offering Exclusion

alleging, arising from, based upon, in connection with, attributable to or as a consequence of:

1. a public offering of common stock of the **Company** by the **Policyholder** or any **Subsidiary**, or the sale or distribution of such common stock in connection with such public offering during the **Period of Insurance**, included, but not limited to:
 - a. any **Claim** in connection with the filing of, or any alleged failure to file, any registration statement under the Securities Act of 1933 or the Securities Exchange Act of 1934, or any “blue sky” law, or any federal, state or local securities law or any other similar statute, law, rule or regulation in any other jurisdiction;
 - b. any **Claim** that any prospectus, interim statement or public announcement in connection therewith is in violation of the Securities Act of 1933 or the Securities Exchange Act of 1934, any “blue sky” law, or regulation in any other jurisdiction promulgated under any of the foregoing because:
 - i. such prospectus, interim statement or public announcement contains an untrue statement of material fact; or
 - ii. such prospectus, interim statement or public announcement omits a material fact which is required to be stated in the prospectus, interim statement or public announcement, or which is necessary to make the statements in the prospectus, interim statement or public announcement not misleading; or
 - c. any **Claim** in connection with an agreement executed in connection therewith; and
2. any **Claim** in connection with the **Policyholder** or any **Subsidiary**:
 - a. announcing its intention to make, or undergoes, a public offering(s) of its **Securities** on any market or exchange, whether its **Securities** are already traded or not by any means; or
 - b. causing its securities to be listed on any market or exchange on which its **Securities** were not traded as of the inception date, or on the date of renewal, of this Policy; or
 - c. de-listing or changing the listing status or level of any of its **Securities** or increasing any level ADR to either a higher-level ADR or a direct US listing with a requirement to file an annual report form 10K or 20F.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

BANKRUPTCY/INSOLVENCY/CREDITORS EXCLUSION WITH OPTIONAL CARVEBACKS

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Bankruptcy/Insolvency/Creditors

- (1) alleging, arising from, based upon, in connection with, attributable to or as a consequence of:
- (i) any **Wrongful Act** which is alleged to have led or caused, directly or indirectly, wholly or in part, to the bankruptcy or insolvency of the **Company** or any **Insured**, or to the **Company** filing a petition, or a petition being filed against the **Company** or any **Insured**; or
 - (ii) the **Company** or any **Insured** having sustained **Financial Loss**, directly or indirectly, wholly or in part, to a **Wrongful Act** of any **Insured**, but only if such **Claim** is made after the **Company** or any **Insured** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Company** or any **Insured** has assigned its assets for the benefit of its creditors; or
 - (iii) any actual or alleged inability or refusal of a **Company** to fulfill, in whole or in part, any financial or other obligation it has under any contract or agreement, whether written, oral, express or implied, as a result of the **Company's Financial Impairment**.
- (2) relating to or arising from any **Claim** which is brought by, or on behalf of, or at the instigation of any creditor or debt-holder of the **Company** or any **Insured**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or **Claims** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Company** or any **Insured**.

Provided this exclusion shall not apply to the following, if selected:

- to any **Claim** made against an **Insured Person** which is not **Indemnifiable Financial Loss** by the **Company**, in the event a liquidation or reorganization proceeding is commenced by or against the **Company** pursuant to the United States Bankruptcy Code, as amended, or any similar foreign, state or local _____ law. Further, the **Company** and the **Insured Persons** hereby (i) waive and release any automatic stay or injunction which may apply in such proceeding to this policy or its proceeds under such bankruptcy law, and (ii) agree not to oppose or object to any efforts by the **Insurer** or any **Insured Person** to obtain relief from any such stay or injunction; or
- any **Wrongful Act** arising from, based upon, in connection with, attributable to or as a consequence of the **Company** or **Insured** filing a petition to restructure debt on behalf of the **Company** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. XXX

CYBER EVENT EXCLUSION WITH DEFENCE COSTS CARVE-OUT COVER

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

(iii) The Schedule is amended as follows:

5. Extensions of cover					
No.	Extension	Operative	Sub-Limit of Liability	Excess Liability	Limit of
2.13	Cyber Event	No			
Training	Education &		N/A	N/A	
	Loss of Data		N/A	N/A	

(iv) The Policy is amended as follows:

Cyber Event exclusion is hereby added to Section 5. Exclusions of the Policy with the following:

Cyber Event

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of a **Cyber Event** provided, that the above shall not apply to **Defence Costs**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

MAJOR SHAREHOLDER EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Major Shareholder

relating to or arising from any **Claim** against any **Insured** which are made by an individual(s) or entity/ies that owns or controls (whether legally or beneficially, directly or indirectly) _____ % or more of the outstanding voting stock of the **Company** (hereinafter "**Major Shareholder**"); or by any securityholder of the **Company** whether directly or derivatively, unless such securityholder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of or intervention of any **Major Shareholder**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

MITIGATION COSTS EXCLUSION ENDORSEMENT

The endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

I. The Schedule is amended as follows:

5. Extensions of cover						
No.	Extension	Operative	Sub-Limit of Liability	Excess Liability	Limit	of
2.8 Mitigation	Loss	No	N/A	N/A		

II. The Policy is amended as follows:

(a) Mitigation Costs exclusion is hereby added to Section 5. Exclusions of the Policy with the following:

Mitigation Costs

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **Mitigation Costs**.

(b) Extension 2.8 Loss Mitigation Extension in Section 2 Extensions of Cover is deleted in its entirety.

(c) Clause 4.26.4 of the Definition 4.26 Financial Loss in Section 4 Definitions of the Policy is deleted in its entirety and replaced with the following:

4.26.4 Investigation Costs, Civil or Bail Bond Fees, Prosecution Costs, Assets and Liberty Protection Costs, Pre-Claim Costs, Civil and Administrative Fines and Penalties, Extradition Costs, Insolvency Hearing Costs, Personal Reputation Restoration Expenses solely with respect to Insurance Clause 1.1; and

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PENSION TRUSTEE EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Pension Trustee

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of the infringement of or violation of any responsibilities, obligations or duties imposed by: (i) the US Employee Retirement Income Security Act of 1974 (or any amendment thereof), except for Section 510, or (ii) any similar regulations or provisions in the United States or any territories or possessions thereof or any other country or jurisdiction around the world concerning pension, profit sharing or employee benefit programs or social compensation plans arising under foreign, Federal, State, Provincial or local statutory laws or which relate in any way thereto, including the UK Pensions Act 1995; or (iii) any statute, regulation or common law whilst acting in the capacity of trustee of any pension or superannuation trust, plan or scheme operated by or at the behest of: (i) the **Company** or (ii) any **Outside Entity** for their respective employees.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

POLLUTION EXCLUSION with Non Indemnifiable Insured Person carve-out

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Pollution exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Pollution

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **Environmental Claim**

- (a) actual, alleged or threatened exposure to, or generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage, removal or disposal of any pollutants or other irritants or contaminants; or
- (b) regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

provided, however, that this exclusion shall not apply to **Financial Loss** which is not **Indemnifiable Financial Loss** relating to or arising out of any **Claim** against an **Insured Person**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PRIOR AND PENDING CLAIMS OR NOTIFICATIONS AMENDATORY EXCLUSION with ADDED PRIOR ACTS DATE

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that:

this Policy is amended as follows:

- a. Exclusion 5.4 Prior and Pending Claims or Notifications is deleted in its entirety and replaced with the following:

5.4 Prior and Pending Claims or Notifications

arising out of, based upon, in connection with, attributable to or as a consequence of:

- 5.4.1 any civil, criminal, administrative, regulatory, arbitration, mediation proceeding or **Claim** initiated or commenced against an **Insured** prior to or pending at the applicable Prior and Pending Date as specified in Section 7 of the Schedule; or alleging or deriving from the same or essentially the same facts as alleged in such actions; or
- 5.4.2 any act, event, fact, same or related **Wrongful Act(s)** or **Interrelated Wrongful Acts**, circumstance or **Claim** or other matter occurring, initiated, committed or commenced prior to the **Prior Acts Date**; or
- 5.4.3 any act, event, fact, same or related **Wrongful Act(s)** or **Interrelated Wrongful Acts**, circumstance or **Claim** or other matter which has been the subject of or contained in any written notice given under any insurance policy or any policy of which this Policy is a direct or indirect renewal or replacement, or any policy expiring prior to the inception of this Policy.

- b. Definition of Prior Acts Date is hereby added to this Policy as follows:

Prior Acts Date

Prior Acts Date means the applicable date specified in the Schedule.

The Schedule is amended as follows:

- a. The following is added to the Schedule

Prior Acts Dates

Prior Acts Date	Applicable to
xxxxxxx	Xxxxxxxx
xxxxxxx	Xxxxxxxx
xxxxxxx	Xxxxxxxx

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PROFESSIONAL ERRORS & OMISSIONS EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Professional Errors and Omissions exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Professional Errors and Omissions

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of the **Company's** or any **Insured's** performance of or failure to perform professional services, or any act(s), error(s) or omission(s) relating thereto.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PROFESSIONAL ERRORS & OMISSIONS EXCLUSION WITH CARVE-OUT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Professional Errors and Omissions exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Professional Errors and Omissions

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of the **Company's** or any **Insured's** performance of or failure to perform professional services, or any act(s), error(s) or omission(s) relating thereto, provided that this exclusion shall not apply to any **Securities Claim** that is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PROSPECTUS EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Prospectus exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Prospectus

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any actual or alleged **Wrongful Act**, misrepresentations or non-disclosure(s) in any written or oral statement(s), including, but not limited to any offering document, registration statement, prospectus, offering circular, or other document or statement in connection with or relating to any actual or proposed public offering of **Securities** of the **Company**, including any negotiations, discussions, decisions or presentations in connection with such actual or proposed public offering of such **Securities** of the **Company**, as well as any failure to file any document required to be filed with the UK FSA or the US Securities and Exchange Commission or the equivalent body in any other applicable jurisdiction.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PUBLIC OFFERING EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Public Offering exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Public Offering

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of the public offering of the **Company** scheduled below.

<u>Issuing Company</u>	<u>Filing Date</u>	<u>Registration Statement No.</u>
------------------------	--------------------	-----------------------------------

It is further understood and agreed that with respect to any **Claim** under this Policy for which coverage is provided by one or more other policies issued by the **Insurer** (or would be provided but for the exhaustion of the limit of liability or the applicability of the retention amount or deductible or the failure of the **Insured** to submit a notice of a **Claim**), the **Limit of Liability** provided by virtue of this Policy shall be reduced by the limit of liability provided by said other **Insurer** policy.

Nothing contained in this endorsement shall be construed to increase the **Limit of Liability** of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

SECURITIES CLAIMS EXCLUSION – ABSOLUTE

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Securities Claims exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Securities Claims

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **Securities Claim** made against any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

SPECIFIC EVENT/MATTER EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Specific Event/Matter

alleging, arising from, based upon, in connection with, attributable to or as a consequence of any Event/Matter set forth below, or any **Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to such Event/Matter without limiting the effectiveness of Exclusions 5.3, Conduct, and 5.4, Prior and Pending Claims or Notifications, of this Policy.

Event/Matter:

- (1) Specify with requisite details
- (2)
- (3)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

SPECIFIC PERSON/ENTITY EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Specific Person/Entity

relating to or arising from any **Claim** brought by, on behalf of or against the person or entity listed below; or brought by any directors, officers or employees of any entity listed below:

PERSON OR ENTITY

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

US/CANADA CLAIMS/LAW EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

US/Canada Claims/Law

alleging, arising from, based upon, in connection with, attributable to or as consequence of any **Claim** brought or commenced, in whole or in part: (i) within the jurisdiction of; or (ii) pursuant to the laws of, the United States of America or Canada or their territories and/or possessions, including any action commenced outside the United States of America or Canada to enforce a judgment of a United States or Canada court or tribunal.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

US/CANADA SECURITIES CLAIMS EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (i) The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Securities Claims

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **US Securities Claim** or **Canadian Securities Claims** made against any **Insured**.

- (ii) Canadian Securities Claim definition is hereby added to Section 4. Definitions of the Policy:

Canadian Securities Claims

Canadian Securities Claim means any **Securities Claim** brought or commenced, in whole or in part:

- i. within the jurisdiction of; or
- ii. pursuant to the laws of;

Canada or its territories or possessions.

- (iii) US Securities Claims definition is hereby added to Section 4. Definitions of the Policy:

US Securities Claims

US Securities Claim means any **Securities Claim** brought or commenced, in whole or in part:

- i. within the jurisdiction of; or
- ii. pursuant to the laws of;

the United States or its territories or possessions.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

US CLAIMS/LAW EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

US Claims/Law

alleging, arising from, based upon, in connection with, attributable to or as consequence of any **Claim** brought or commenced, in whole or in part: (i) within the jurisdiction of; or (ii) pursuant to the laws of, the United States of America or its territories and/or possessions, including any action commenced outside the United States of America to enforce a judgment of a United States court or tribunal.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

US SECURITIES CLAIMS EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (i) Securities Claims exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Securities Claims

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **US Securities Claim** made against any **Insured**.

- (ii) US Securities Claims definition is hereby added to Section 4. Definitions of the Policy:

US Securities Claims

US Securities Claim means any **Securities Claim** brought or commenced, in whole or in part:

- iii. within the jurisdiction of; or
- iv. pursuant to the laws of;
the United States or its territories or possessions.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

ADDITIONAL INSURED PERSON ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

The Definition 4.30 **Insured Person** is amended to include the individuals listed in the SCHEDULE below but only for **Wrongful Acts** taking place on or after the Prior Acts Date(s) specified in the SCHEDULE below

SCHEDULE

Individual	Prior Acts date(s)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

ADDITIONAL INSURED WITH SUBSIDIARIES ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

The Definition 4.8 **Company** is amended to include the entities listed in the SCHEDULE below and their **Subsidiaries** but only for **Wrongful Acts** taking place on or after the Prior Acts Date(s) specified in the SCHEDULE below:

SCHEDULE

Entity	Prior Acts date(s)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

ADDITIONAL INSURED WITHOUT SUBSIDIARIES ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

The Definition 4.8 **Company** is amended to include the entities listed in the SCHEDULE below but only for **Wrongful Acts** taking place on or after the Prior Acts Date(s) specified in the SCHEDULE below:

SCHEDULE

Entity	Prior Acts date(s)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx
COMPANY CRISIS EXTENSION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

I. The Schedule is amended as follows:

Section 5. Extensions of cover of the Schedule is amended to include the following:

5. Extensions of cover

No.	Extension	Operative	Sub-Limit of Liability	Excess Limit
	Company Crisis Company Crisis Event Threshold Amount: Public Relation Expense Reimbursement:	Yes	N/A	N/A

II. The Policy is amended as follows:

(a) Company Crisis Extension is hereby added to Section 2. Extensions of Cover with the following:

Company Crisis

The **Insurer** will reimburse the **Policyholder** for **Public Relations Expenses** the **Policyholder** incurs as a direct result of a **Company Crisis Event** first occurring during the **Period of Insurance**, provided that notification of the relevant **Company Crisis Event** is:

- (i) made to **Insurer** within seven (7) days of the start of a **Company Crisis Event**; and
- (ii) such notice is accepted by the **Insurer**;

A **Company Crisis Event** shall be deemed to first occur when the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** first becomes aware of such **Company Crisis Event**. A **Company Crisis Event** shall conclude once the public relations/crisis management consultant advises the **Policyholder** that such **Company Crisis Event** no longer exists or when the **Sub-Limit of Liability** specified for Public Relation Expense Reimbursement in the Schedule has been exhausted.

The **Insurer** shall not be liable under this Extension for any costs and expenses directly or indirectly arising out of or in connection with a **Cyber Event**

The cover provided under this Extension shall be subject to both the applicable **Sub-Limit of Liability** and **Retention** specified in the Schedule.

(b) The following definition of Company Crisis Event is hereby added to Section 4. Definitions of the Policy

Company Crisis Event

Company Crisis Event means:

- (i) a covered **Claim** being made against an **Insured** under this Policy that the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** and the **Insurer** reasonably believe will exceed in damages the **Company Crisis Event Threshold Amount** specified in the Schedule;

- (ii) the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** becoming aware of a **Wrongful Act** and together with the **Insurer** reasonably believes it is likely to lead to a covered **Claim** being made against an **Insured** under this Policy resulting in damages in excess of the **Company Crisis Event Threshold Amount** specified in the Schedule.; or
 - (iii) the announcement of a criminal proceeding against the **Policyholder** or the CEO, CFO or General Counsel (or equivalent) of the **Policyholder**.
- (c) The following definition of Company Crisis Event Threshold Amount is hereby added to Section 4. Definitions of the Policy
- Company Crisis Event Threshold Amount**
Company Crisis Event Threshold Amount means the amount specified as such in the Schedule.
- (d) The following definition of Negative Publicity is hereby added to Section 4. Definitions of the Policy
- Negative Publicity**
Negative Publicity means information related to **Company Crisis Event** which is broadcasted or publicized through two or more media outlets such as newspapers, radio, television, internet, or comparable print, electronic, or broadcast media and has or is likely to materially reduce public confidence in the **Policyholder's** competence, integrity or viability to conduct business.
- (e) The following definition of Public Relations Expenses is hereby added to Section 4. Definitions of the Policy
- Public Relations Expenses**
Public Relations Expenses means the reasonable and necessary fees and expenses incurred by any an external public relations firm or crisis management firm (who shall not be a law firm) approved in writing by the **Insurer** that is hired by the **Policyholder** to advise the **Policyholder** on minimizing potential harm from **Negative Publicity** by attempting to maintain and/or restore public confidence in the **Policyholder**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

EPL ENTITY EXTENSION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

I. The Schedule is amended as follows:

(a) Section 4. Limit of Liability of the Schedule is amended to include the **Sub-Limit of Liability** below:

Sub-Limit of Liability for Company Employment Practices Claims

Financial Loss covered under this **Policy**, in the aggregate per **Policy Period**, arising from a **Company Employment Practices Claim** for all

(b) Section 6. Retentions of the Schedule is amended to include the retentions below:

The following retentions are hereby added to the Schedule as follows:

Company Employment Practices Claim brought or commenced, in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions	each and every Claim and/or Financial Loss
All other Company Employment Practices Claims	each and every Claim and/or Financial Loss
Mass-/Class-/Collective-/Multi-Party Litigation against the Company brought or commenced, in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions	each and every Claim and/or Financial Loss
All other Mass-/Class-/Collective-/Multi-Party Litigation against the Company	each and every Claim and/or Financial Loss

(c) Section 7. Prior and Pending Date of the Schedule is amended to include the date below:

Company Employment Practices Claim Prior and Pending Date:

The Policy is amended as follows:

(a) Section 1. Insurance Clauses of the Policy is amended to include the following Insurance Clause:
Company Employment Practices Claim

The **Insurer** will pay to or on behalf of the **Company** any **Financial Loss** which arises from an **Employment Practices Claim** made against such **Company**.

The cover provided under this **Company Employment Practices Claim** Insurance Clause, and any cover provided under this Policy for any **Company Employment Practices Claim**, shall be subject to the applicable **Sub-Limit of Liability** specified in the Schedule amended in this endorsement.

(b) Section 4. Definitions of the Policy is amended with respect to the definitions below:

(1) The following definition of Company Employment Practices Claim is hereby added to Section 4 Definitions of the Policy as follows:

Company Employment Practices Claim

Company Employment Practices Claim means a **Claim** based upon or alleging a **Employment Practices Wrongful Act**.

The cover provided under this Policy for any **Company Employment Practices Claim** shall be subject to the applicable **Sub-Limit of Liability** specified in the Schedule amended in this endorsement.

For the purposes of this Definition, **Claim** shall not include an administrative or regulatory proceeding commenced or brought against, or an investigation of, the **Company**; provided, however, the term **Claim** shall include a formal administrative or regulatory proceeding commenced or brought against the **Company** if such proceeding is also made, and is continuously maintained, against a **Director or Officer**.

(2) Definition 4.26 Financial Loss in Section 4 Definitions of the Policy is amended to include the following provision:

Financial Loss, other than **Defence Costs**, with respect to an **Company Employment Practices Claim**, does not include any of the following:

- (i) compensation earned by the claimant in the course of employment but not paid by the **Company** or the **Outside Entity**, including but not limited to any unpaid salary, wages, overtime, bonus, **Stock-based Benefits**, severance or redundancy pay, retirement benefits or pension benefits, under an Employee Benefit Plan or pension scheme, benefits unpaid reimbursement of **Employee** expenses, vacation days or sick days;
- (ii) medical, insurance or other benefits (or the equivalent value thereof) to which the claimant allegedly was entitled or should have been entitled
- (iii) any amount for which the **Insureds** are absolved from payment by any covenant, agreement or court order, including but not limited to any amount stemming from resolution of collective bargaining, union or works council proceedings;
- (iv) amounts owing under or assumed by the **Insured** pursuant to any express written contract or agreement with the **Insured**;
- (v) taxes, fines or penalties imposed by law, other than liquidated damages awarded under the U.S. Age Discrimination in Employment Act or the U.S. Equal Pay Act or any similar provisions of law in any other jurisdiction;
- (vi) costs to comply with any consent decree, injunctive, restitutionary, affirmative, interim or other non-monetary relief or any agreement to provide any such relief, including costs associated with any obligation to adjust or adapt any premises, building or machinery or make any other adjustments or reasonable accommodations required by, or as result of, or to conform with the requirements of the United States Americans with Disabilities Act (ADA) or any amendments thereto, or replacements thereof, or any jurisdiction's similar federal state, or local statute, regulation, or statutory or common law;
- (vii) any award made in respect of the failure by the **Insured** to inform or consult with **Employee** representatives or workers councils in the event of transfers of undertakings, businesses or parts of undertakings or businesses;
- (viii) any protective award in respect of the failure to comply with the collective consultation process in the event of redundancies;

- (3) Definition 4.29 Insured in Section 4 Definitions of the Policy is deleted in its entirety and replaced with the following:
- 4.29 Insured
Insured means any:
- 4.29.1 Insured Person;
- 4.29.2 the **Company** and, with respect to any endorsement, those entities defined as **Company** in such endorsement, but only with respect to a **Securities Claim** and **Company Employment Practices Claim** and Extensions 2.13 through 2.15.
- (4) The definition of Mass-/Class-/Collective-/Multi-Party Litigation is added to Section 4 Definitions of the Policy:
- Mass-/Class-/Collective-/Multi-Party Litigation
Mass-/Class-/Collective-/Multi-Party Litigation shall mean any **Financial Loss** with respect to threatened, purported, certified or decertified class actions, or any **Claim** brought on behalf of two or more plaintiffs or claimants.
- (5) Definition 4.64 Wrongful Act in Section 4 Definitions of the Policy is deleted in its entirety and replaced with the following:
- 4.64 Wrongful Act
Wrongful Act means actual, alleged or attempted breach of duty, breach of statutory duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation or any other acts, errors or omissions by:
- 4.64.1 any **Insured Person** in his or her insured capacity as such, or any matter claimed against such **Insured Person** by reason of his/her status as such; or
- 4.64.2 the **Company**, but only with respect to a **Securities Claim** and a **Company Employment Practices Claim**.
- The term **Wrongful Act** shall also include an **Employment Practices Wrongful Act** and a **Company Employment Practices Wrongful Act**.
- (6) The definition of Stock Based Benefits is added to Section 4 Definitions of the Policy:
- Stock Based Benefits
Stock Based Benefits shall mean the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of the securities of the **Company** (or an **Outside Entity**), including but not limited to, stock options, stock grants, restricted stock, stock warrants, stock performance shares or units, stock appreciation rights, or phantom stock plans or arrangements.
- (c) Section 5. Exclusions of the Policy is amended with respect to the exclusions below:
- (1) Company Employment Practices Claim Prior and Pending Date exclusion is hereby added to Section 5. Exclusions of the Policy as follows:
- Company Employment Practices Claim Prior and Pending Date
arising out of, based upon, in connection with, attributable to or as a consequence of any civil, criminal, administrative, regulatory, arbitration, mediation proceeding or **Claim** initiated or commenced against an **Insured** with respect to an **Employment Practices Claim** prior to or pending at the applicable Employment Practices Claim Prior and Pending Date specified in the Schedule amended in this endorsement; or alleging or deriving from the same or essentially the same facts as alleged in such actions.
- (2) Specific Acts Exclusion is added to Section 5. Exclusions of the Policy as follows:
- Specific Acts
arising out of, based upon, in connection with, attributable to or as a consequence of any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state or local acts, rules or regulations, statutory or common law or amendments thereto anywhere in the world governing:
- (i) retirement benefits, occupational pension schemes or Employee Benefit Plans, including, but not limited to the United States Employee Retirement

- Income Security Act of 1974 (ERISA; except Section 510 (29 U.S.C. Section 1140) thereof);
- (ii) wage and hour practices, including, but not limited to, off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversions, unjust enrichment, minimum wage, or unfair business practices, including, but not limited to the United States Fair Labor Standards Act of 1938 (FLSA; except the Equal Pay Act);
 - (iii) the information and consultation of employees through representatives, the rights of employees to engage in, or to refrain from engaging in, union or other collective activities, including but not limited to the United States National Labor Relations Act (NLRA) or the United Kingdom Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE);
 - (iv) any amount payable in respect of contractual or statutory notice periods and/or any amount which would not have been made but for the Insured's failure to give an Employee contractual notice of dismissal required under his or her contract of employment or payment in lieu thereof (including but not limited to termination indemnities and social security or insurance obligations triggered by a failure to honor statutory and/or contractual notice requirements), including, but not limited to the United States Worker Adjustment and Retraining Notification Act of 1988 (WARN);
 - (v) occupational health and safety, work-related injuries, illnesses, and occupational fatality;
 - (vi) workers' compensation, health insurance coverage, employers liability, unemployment insurance, social security, and disability benefits
 - (vii) racketeering, including, but not limited to the United States Racketeer Influenced and Corrupt Organizations Act (RICO)
 - (viii) false claims in connection with government spending, including, but not limited to the United States False Claims Act

However, this Exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insureds** on account of the claimant's exercise of rights pursuant to any such statute, law, rule or regulation.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PARENT EXCLUSION (ABSOLUTE)

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (i) The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Parent Company

- (ii) alleging, relating to, arising from, based upon, in connection with, attributable to or as a consequence of any **Claim** which is:
- (iii)
- (i) brought by, or on behalf of, or at the instigation of or against the **Parent Company** (listed below); or
 - (ii) brought by, or on behalf of, or at the instigation of or against any directors, officers or employees of the **Parent Company**; or
 - (iii) brought by, or on behalf of, or at the instigation of any security holder of the **Parent Company**, whether directly or derivatively.

- (iv) Parent Company is hereby listed below:

Parent Company:

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PENSION FUNDS TRUSTEES AND OFFICERS EXTENSIONS

- This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that, for purposes of this endorsement, the Policy is hereby amended as follows:

I. The definition of **Subsidiary** in Section 4 Definitions of the Policy is amended to include the following:

(1)

(2)

(3)

hereinafter referred to as **Pension Funds**.

II. The definition 4.30 **Insured Person** in Section 4 Definitions of the Policy is amended to include the following provision:

a trustee or officer of a Pension Fund but only for **Wrongful Acts** in their respective capacities as trustees and officers of such **Pension Funds**.

III. The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Pension Fund

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of:

- a) the failure to comply with directions, and/or opinions of recognised experts, auditors and/or the supervisory authorities of the above-mentioned **Pension Funds**;
- b) the investment of the **Pension Funds'** capital if such **Claims** are resulting from external factors including but not limited to fluctuations or a drop in the value, poor performance or the speculative nature of such investments;
- c) irregularities in paying out or receiving money;
- d) cash deficits;
- e) mysterious disappearance of money, securities or other valuables;
- f) the **Company's** or an **Insured Person's** performance of or failure to perform professional services for others for a fee or any act, error or omission relating thereto;
- g) a **Claim** brought by or on behalf of the **Policyholder** or any of its **Subsidiaries**;
- h) discrimination in violation of any law;
- i) failure to fund a pension fund or the failure to collect contributions owed to the pension fund; except that this exclusion shall not apply to **Defence Costs**;

- j) any **Wrongful Act** with respect to **Pension Funds** taking place at any time when the **Policyholder** did not sponsor or own such **Pension Fund** or when the **Insured Person** was not a director, officer or employee of the **Company**;
- k) a **Claim** brought in the United States of America or Canada or any territories or possessions thereof.

IV. Definition 4.26 Financial Loss in Section 4 Definitions of the Policy is amended to include the following provision:

Financial Loss shall not include **Benefits**, or that portion of any settlement or award in an amount equal to such **Benefits**, unless and to the extent that recovery of such **Benefits** is based upon a covered **Wrongful Act** and is payable as a personal obligation of an **Insured Person**.

V. Section Changes in Pension Funds is added to Section 3. Changes in Risk of the Policy as follows:

Changes in Pension Funds

If during the **Period of Insurance**, any changes of the **Pension Funds'** objects and aims, of legal form and/or articles or by-laws occurs, the **Policyholder** shall provide notice to the **Insurer** in writing within 30 days of such changes or before the expiry of the **Period of Insurance**, whichever occurs first.

VI. The definition of **Benefits** is added to Section 4 Definitions of the Policy as follows:

Benefits

Benefits shall mean any obligation under any **Pension Plan** to a participant or beneficiary under a **Pension Plan** which is a payment of money or property, or the grant of a privilege, right, option or perquisite.

VII. Section 7.1 Aggregate and Additional Limit of Liability of Section 7 General Conditions of the Policy is amended to include the following provision:

The maximum limit of the **Insurer's** liability for all **Financial Loss**, in the aggregate, under this endorsement shall be . This **Sub-Limit of Liability** shall be part of and not in addition to the **Limit of Liability** of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

RUN-OFF ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that:

(i) The Schedule is amended as follows:

Policy Period as stated on the Schedule is hereby deleted in its entirety and replaced with the following:

Period of Insurance: From ENTER ORIGINAL INCEPTION OF THE POLICY
To ENTER END OF RUN-OFF DATE

Both days inclusive at the local standard time (item 1.2)

(ii) The Policy is amended as follows:

(a) The following exclusion is hereby added to Section 5. Exclusions:

The **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim**, alleging, arising out of, based upon or attributable any **Wrongful Act** that occurs after 1 day before Run-off start date local standard time. This policy only provides coverage for **Wrongful Acts** occurring before Run-off start date local standard time and subject to all of the other terms, conditions and limitations of this Policy.

(b) The Extension 2.17 Extended Reporting Period of Section 2 Extensions of Cover is deleted in its entirety.

(c) The Section 3.3. Change in Control of Section 3. Changes in Risk is hereby deleted in its entirety.

(d) The General Condition 7.5 Cancellation of Section 7 General Conditions is deleted in its entirety and replaced by the following:

7.5 Cancellation

This Policy may not be cancelled by the **Insurer**, except for non-payment of premium. This Policy may not be cancelled by any party, including the **Policyholder** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

SUBSIDIARY AMENDATORY ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The Definition 4.62 **Subsidiary** in Section 4 Definitions of the Policy is deleted in its entirety and replaced with the following:

2. 4.62 Subsidiary

Subsidiary means any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy (or for the purpose of Section 3.2 for New Subsidiaries, during the **Period of Insurance**), the **Policyholder**, directly or indirectly through one or more **Subsidiary**:

4.62.1 controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country);

4.62.2 controls more than _____ % of the shareholder or equity voting rights; or

4.62.3 holds more than _____ % of the issued share capital or equity;

but only if such entity is domiciled or incorporated in the same country of incorporation as the **Policyholder**, as stated in the Schedule.

3. **Subsidiary** does not include any special purpose entity (SPE), special purpose vehicle (SPV), structure investment vehicle (SIV) or a special purpose acquisition company (SPAC).

For the purposes of determining cover, an entity shall only be deemed a **Subsidiary** with respect to:

(a) **Wrongful Acts** committed; or

(b) a **Pre-Claim Event**, a **Self-Report**, an **Investigation**, an **Extradition Claim**, a **Deprivation of Asset and Liberty Proceeding**, a **Personal Reputation Crisis** which occurred, commenced or arose,

subsequent to the date that such entity first became a **Subsidiary** and prior to the date such entity ceased to be a **Subsidiary**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

TIE-IN LIMITS ENDORSEMENT

This endorsement effective XX.XX.XXXX forms a part of Policy number XXXXXX issued to XXXXXXXXXXXX.

In consideration of the premium charged, it is hereby understood and agreed that:
 The maximum liability for all payments under this Policy and the policies Scheduled below shall be<Dollar amount shown in the Schedule>.

Schedule			
Insurer	Policyholder	Limits of Liability	Policy Number
<Name>	<Name>		<Number>
<Name>	<Name>		<Number>
<Name>	<Name>		<Number>

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

CORPORATE MANSLAUGHTER EXCLUSION

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (i) The following exclusion is hereby added to Section 5 Exclusions of the Policy as follows:

Corporate Manslaughter Proceeding

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **Corporate Manslaughter Proceeding**.

- (ii) 2.11 Health and Safety Extension of Section 2 Extensions of Cover of the Policy is hereby deleted and replaced in its entirety with the following:

2.11 Health and Safety

The **Insurer** shall pay to or on behalf of an **Insured Person Financial Loss**, including **Investigation Costs**, arising directly from a **Claim** made or **Investigation** commenced against such **Insured Person**, by an **Official Body** in relation to any alleged breach of workplace health and safety laws. The cover provided under this extension shall be subject to the applicable **Sub-Limit of Liability** specified in the Schedule.

- (iii) Clause 4.6.5 of Definition 4.6 **Claim** is deleted and replaced in its entirety as follows:

4.6.5 for the purposes of determining cover and the applicability and interpretation of the terms and conditions of Section 3, 5, 6 and 7 of this Policy, the term **Claim** shall also include a **Pre-Claim Event, Investigation, Security Holder Derivative Demand, Securities Claim, Employment Practices Claim, Environmental Claim and Extradition Claim**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

FINANCIAL INSTITUTION CONVERSION ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged it is hereby understood and agreed that the Policy is amended as follows:

- I. Section 3.2 New Subsidiaries of Section 3. Changes in Risk is deleted in its entirety and replaced with the following:

3.2 New Subsidiaries

If during the **Period of Insurance**, the **Policyholder**, either directly or indirectly through one or more of its **Subsidiaries**, acquires or creates a new **Subsidiary**, coverage under this Policy is automatically extended to such new **Subsidiary** and its **Insureds**, unless such **Subsidiary**:

3.2.1. has total consolidated assets for the last complete accounting period prior to the acquisition which are greater than twenty per cent (20%) of the total consolidated assets that the **Policyholder** declared at the inception of this **Period of Insurance** or reported in the latest audited annual report, or

3.2.2. has **Securities** publicly traded on any **Securities'** exchange.

If a newly acquired or created **Subsidiary** falls into clauses 3.2.1 or 3.2.2 above, such entity will be covered under this Policy, but only for a period of thirty (30) days from the effective date of acquisition or creation by the **Policyholder**, or until the end of the **Period of Insurance**, whichever occurs first.

The **Insurer** may, in its sole discretion, extend coverage for any such new **Subsidiary** beyond the thirty (30) day period if during the thirty (30) day period, the **Policyholder**:

- (a) requests an extension of this Policy for such **Subsidiary** in writing to the **Insurer**; and
- (b) gives the **Insurer** enough details to allow the **Insurer** to assess and evaluate the potential increase in exposure; and
- (c) agrees to any additional premium and amendments to the Policy required by the **Insurer** at its sole discretion.

Unless otherwise agreed in writing and attached as an endorsement to this Policy, cover under this Policy for such **Subsidiary** first acquired or created during the **Period of Insurance** shall only apply for **Wrongful Acts** or other acts, facts or event covered under this Policy, committed or occurring or taking place after such entity is first acquired or created and whilst remaining a **Subsidiary** of the **Policyholder**.

- II. The following Definition 4.8 Company in Section 4. Definitions is deleted in its entirety and replaced with the following:

4.8 Company

Company means:

4.8.1 the **Policyholder**;

4.8.2 any **Subsidiary**; and

4.8.3 any charitable foundation or charitable trust solely controlled or sponsored by the **Company** and domiciled or incorporated in the same country on the **Policyholder**.

Company does not include an **Investment Fund**, an **Investment Entity**, any pension or superannuation fund, trust or scheme.

- III. The Definition 4.25 Financial Institution in Section 4. Definitions is hereby deleted in its entirety.

- IV. The following Definition of Investment Entity is hereby added to Section 4. Definitions of the Policy:

Investment Entity

Investment Entity means any entity whose equity securities are not registered to trade and have not traded in a public market, in which one or more **Investment Funds** holds or held a debt or equity interest or has performed or is performing due diligence in anticipation of making an investment of its capital in such entity.

- V. The following Definition of Investment Fund is hereby added to Section 4. Definitions of the Policy:

Investment Fund

Investment Fund means any trust, investment trust, investment fund, fund of fund, investment management company (open or closed ended), special purpose vehicle, managed investment scheme, partnership, undertaking for collective investment, private equity or venture capital fund, real estate fund, sub-fund, compartment, mandate or other similar fund or entity sponsored, created, promoted or managed by the **Policyholder** or a **Subsidiary** provided that this definition shall not include any pension or superannuation fund, pension trust or scheme or employees benefit plan.

- VI. The following Definition 4.40 Outside Entity in Section 4. Definitions is deleted in its entirety and replaced with the following:

4.40 Outside Entity

Outside Entity means any:

4.40.1 not-for-profit entity; or

4.40.2 for-profit entity in which the **Policyholder** or a **Subsidiary** directly or indirectly owns any equity ownership;

but excluding any:

(a) **Company**;

(b) **Investment Fund** or **Investment Entity**;

(c) pension or superannuation fund, trust or scheme;

(d) special purpose entity (SPE), special purpose vehicle (SPV), structure investment vehicle (SIV) or a special purpose acquisition company (SPAC);

(e) entity whose **Securities** are publicly traded on any exchange in the United States of America or its territories or possessions; or

(f) other entity (other than a not-for-profit entity) in respect of which, at the inception date, or on the date of renewal, of this Policy, or on the date of the first appointment by the **Company** of an **Outside Entity Executive** to such entity, either (i) the value of its assets were less than the amount of its liabilities, taking into account its contingent and prospective liabilities; or (ii) any credit rating issued by any rating agency in respect of that entity or any of its securities was non-investment grade; unless such entity as described in clauses (a) – (e) above is specifically listed as an **Outside Entity** by endorsement to this Policy.

- VII. The following Definition of Money Laundering or Related Financial Crime is hereby added to Section 4. Definitions of the Policy:

Money Laundering or Related Financial Crime

Money laundering or related Financial Crime means the actual, attempted or alleged:

(a) conspiracy to commit,

(b) commission of, or

(c) aiding, abetting, counselling, procuring, or inciting,

the movement of illicit cash or cash equivalent proceeds including any act which is in breach of and/or constitutes an offence or offences under:

(i) any legislation which implements or is designed to implement the European Council Directive 20/18/843/ EEC on prevention of the use of the financial system for the purpose of money laundering, as amended, and/or any offence under the International Convention for the Suppression of the Financing of Terrorism; or

- (ii) any similar legislation anywhere in the world including but not limited to the Proceeds of Crime Act 2002 (United Kingdom) and/or the Racketeer Influenced and Corrupt Organizations Act, 18 United States Code, Chapter 96 (United States).

VIII. The following Definition of Professional Services is hereby added to Section 4. Definitions of the Policy:

Professional Services

Professional Services means services performed or required to be performed by an **Insured** for or on behalf of a customer of that **Insured**, pursuant to an agreement between such customer and that **Insured**, for a fee, commission or other monetary consideration or remuneration which is for the benefit of that **Insured**.

IX. Professional Services Exclusion is hereby added to Section 5. Exclusions of the Policy:

Professional Services

alleging, arising out of, based upon, in connection with, attributable to or as a consequence of the **Company's** or any **Outside Entity's** or any **Insured's** performance of or failure to perform **Professional Services**, or any act(s), error(s) or omission(s) relating thereto.

This exclusion shall not apply to any **Claim** made and maintained by one or more shareholders of a **Company** or an **Outside Entity** (in the form of a shareholder class, direct or derivative action on behalf or in the name of a **Company** or an **Outside Entity**, or its equivalent) against an **Insured** alleging failure to supervise those who performed or failed to perform such **Professional Services** or activities, provided that such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, the **Company**, an **Outside Entity** or any **Insured**.

X. Money Laundering or Related Financial Crime Exclusion is hereby added to Section 5. Exclusions of the Policy:

Money Laundering or Related Financial Crime

arising out of, based upon, in connection with, attributable to or as a consequence of **Money Laundering or Related Financial Crime**.

Save that, with respect to Insurance Clause 1.1 only, the **Insurer** shall advance **Defence Costs** pursuant to Section 6.2 until it is admitted or determined that such **Money Laundering or Related Financial Crime** did in fact occur by a formal written admission by the **Insured** or a judgment or other final, non-appealable adjudication or proceeding adverse to the **Insured**. This paragraph will not apply to any **Defence Costs** incurred in respect of any **Investigation** nor to any **Defence Costs** incurred in respect of any **Claim** which is brought by, or on behalf of, or at the instigation of the **Company** or an **Outside Entity**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

DELETE COMPANY REIMBURSEMENT COVERAGE AND COMPANY COVERAGE ENDORSEMENT (Insurance Clause 1.2 and Insurance Clause 1.3)

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision of this policy (including any endorsement attached hereto whether such endorsement precedes or follows this endorsement in time or sequence), Insurance Clause 1.2 Company Reimbursement and Insurance Clause 1.3 Securities Claims is deleted in its entirety.

It is further understood and agreed that any reference to Insurance Clause 1.2 Company Reimbursement or Insurance Clause 1.3 Securities Claims throughout the Policy and any applicable endorsement is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

DELETE COMPANY COVERAGE ENDORSEMENT (Insurance Clause 1.3)

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision of this policy (including any endorsement attached hereto whether such endorsement precedes or follows this endorsement in time or sequence), Insurance Clause 1.3 Securities Claims is deleted in its entirety. It is further understood and agreed that any reference to Insurance Clause 1.3 Securities Claims throughout the Policy and any applicable endorsement is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRITORIAL SCOPE ENDORSEMENT

This endorsement effective _____ forms a part of Policy number XXX issued to _____.

It is hereby understood and agreed that in consideration of the premium charged this Policy is amended as follows:

Section 7.16 Territorial Scope of Cover of Section 7 General Conditions is hereby deleted in its entirety and replaced by the following:

7.16 Territorial Scope of Cover

Cover under this Policy shall apply to **Financial Loss** incurred resulting from **Wrongful Acts** taking place anywhere in the world, where legally permissible. Provided however this policy shall not apply to any **Claim** brought or maintained against an **Insured** in the United States of America, including its territories and possessions, or brought or maintained against an **Insured** in any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTE: The foregoing is only an indication of the cover offered. For details, please refer to the Policy document /wordings, available on request

LIST OF EXTENSIONS/ENDORSEMENTS:

Sr. No.	Name of Extension/Endorsement	UIN
1	Sister Company Endorsement	IRDAN152CPLB0481V01202526/A0499V01202526
2	International Insurance Program Endorsement	IRDAN152CPLB0481V01202526/A0500V01202526
3	Deletion Endorsement	IRDAN152CPLB0481V01202526/A0501V01202526
4	Extended Reporting Period Purchased Endorsement	IRDAN152CPLB0481V01202526/A0502V01202526
5	Extension Deletion Endorsement	IRDAN152CPLB0481V01202526/A0503V01202526
6	Extensions Of Cover Amendatory Endorsement	IRDAN152CPLB0481V01202526/A0504V01202526
7	Limit Of Liability Amendatory Endorsement	IRDAN152CPLB0481V01202526/A0505V01202526
8	Amended Period Of Insurance Endorsement	IRDAN152CPLB0481V01202526/A0506V01202526
9	Period Of Insurance Extension Endorsement	IRDAN152CPLB0481V01202526/A0507V01202526
10	Cancellation Endorsement	IRDAN152CPLB0481V01202526/A0508V01202526
11	Policyholder Amendatory Endorsement	IRDAN152CPLB0481V01202526/A0509V01202526

12	Premium Amendatory Endorsement	IRDAN152CPLB0481V01202526/A0510V01202526
13	Prior And Pending Date Amendatory Schedule Endorsement	IRDAN152CPLB0481V01202526/A0511V01202526
14	Retentions Amendatory Endorsement	IRDAN152CPLB0481V01202526/A0512V01202526
15	Absolute Bankruptcy/Insolvency/Creditors Exclusion	IRDAN152CPLB0481V01202526/A0513V01202526
16	Absolute Cyber Event Exclusion	IRDAN152CPLB0481V01202526/A0514V01202526
17	Absolute Security Offering Exclusion	IRDAN152CPLB0481V01202526/A0515V01202526
18	Bankruptcy/Insolvency/Creditors Exclusion With Optional Carvebacks	IRDAN152CPLB0481V01202526/A0516V01202526
19	Cyber Event Exclusion With Defence Costs Carve-Out Cover	IRDAN152CPLB0481V01202526/A0517V01202526
20	Major Shareholder Exclusion	IRDAN152CPLB0481V01202526/A0518V01202526
21	Mitigation Costs Exclusion Endorsement	IRDAN152CPLB0481V01202526/A0519V01202526
22	Pension Trustee Exclusion	IRDAN152CPLB0481V01202526/A0520V01202526
23	Pollution Exclusion With Non Indemnifiable Insured Person Carve-Out	IRDAN152CPLB0481V01202526/A0521V01202526
24	Prior And Pending Claims Or Notifications Amendatory Exclusion With Added Prior Acts Date	IRDAN152CPLB0481V01202526/A0522V01202526
25	Professional Errors & Omissions Exclusion	IRDAN152CPLB0481V01202526/A0523V01202526
26	Professional Errors & Omissions Exclusion With Carve-Out	IRDAN152CPLB0481V01202526/A0524V01202526
27	Prospectus Exclusion	IRDAN152CPLB0481V01202526/A0525V01202526
28	Public Offering Exclusion	IRDAN152CPLB0481V01202526/A0526V01202526
29	Securities Claims Exclusion – Absolute	IRDAN152CPLB0481V01202526/A0527V01202526
30	Specific Event/Matter Exclusion	IRDAN152CPLB0481V01202526/A0528V01202526
31	Specific Person/Entity Exclusion	IRDAN152CPLB0481V01202526/A0529V01202526
32	US/Canada Claims/Law Exclusion	IRDAN152CPLB0481V01202526/A0530V01202526
33	US/Canada Securities Claims Exclusion	IRDAN152CPLB0481V01202526/A0531V01202526
34	US Claims/Law Exclusion	IRDAN152CPLB0481V01202526/A0532V01202526
35	US Securities Claims Exclusion	IRDAN152CPLB0481V01202526/A0533V01202526
36	Additional Insured Person Endorsement	IRDAN152CPLB0481V01202526/A0534V01202526
37	Additional Insured With Subsidiaries Endorsement	IRDAN152CPLB0481V01202526/A0535V01202526
38	Additional Insured Without Subsidiaries Endorsement	IRDAN152CPLB0481V01202526/A0536V01202526
39	Company Crisis Extension Endorsement	IRDAN152CPLB0481V01202526/A0537V01202526

40	Epl Entity Extension Endorsement	IRDAN152CPLB0481V01202526/A0538V01202526
41	Parent Exclusion (Absolute)	IRDAN152CPLB0481V01202526/A0539V01202526
42	Pension Funds Trustees And Officers Extensions	IRDAN152CPLB0481V01202526/A0540V01202526
43	Run-Off Endorsement	IRDAN152CPLB0481V01202526/A0541V01202526
44	Subsidiary Amendatory Endorsement	IRDAN152CPLB0481V01202526/A0542V01202526
45	Tie-In Limits Endorsement	IRDAN152CPLB0481V01202526/A0543V01202526
46	Corporate Manslaughter Exclusion	IRDAN152CPLB0481V01202526/A0544V01202526
47	Financial Institution Conversion Endorsement	IRDAN152CPLB0481V01202526/A0545V01202526
48	Delete Company Reimbursement Coverage And Company Coverage Endorsement (Insurance Clause 1.2 And Insurance Clause 1.3)	IRDAN152CPLB0481V01202526/A0546V01202526
49	Delete Company Coverage Endorsement (Insurance Clause 1.3)	IRDAN152CPLB0481V01202526/A0547V01202526
50	Territorial Scope Endorsement	IRDAN152CPLB0481V01202526/A0548V01202526