

AXIS[®] PRO CORPORATE EXPRESSION[™] INSURANCE POLICY

IMPORTANT NOTICE

CLAIM EXPENSE AND DAMAGES ARE INCLUDED IN THE LIMIT OF INSURANCE AND THE SELF-INSURED RETENTION. ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

CLAIMS MADE POLICY: THIS INSURANCE COVERAGE IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **POLICY PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THE POLICY. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACTS** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED ON THE DECLARATIONS PAGE.

In consideration of the payment of the premium and in reliance on the statements made in the **Application** for the AXIS PRO[®] Corporate Expression[™] Insurance Policy and all information provided to the **Insurer**, and in the Declarations and subject to all other terms of this Policy, the **Insurer** designated in the Declarations agrees with the **Insured** to the following:

I. INSURING AGREEMENT

The **Insurer** shall pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the Policy Limit which the **Insured** becomes legally obligated to pay resulting from any **Claim** arising out of a **Wrongful Act** in the course of **Corporate Expression Activities** first made against the **Insured** during the **Policy Period** or Extended Reporting Period, if applicable, provided that:

- A. the **Wrongful Act** giving rise to the **Claim** occurred on or after the **Retroactive Date** shown in the Declarations;
- B. notice of the **Wrongful Act** was not given nor required to be given to any prior insurer; and
- C. prior to the inception date of the first Policy issued to the **Insured** by the **Insurer** and continuously renewed by the **Insurer**, the **Insured** had no reasonable basis to believe that such **Wrongful Act** had been committed or that a **Claim** would be made against the **Insured** alleging such **Wrongful Act**.

II. TERRITORY

The territory and jurisdiction of this Policy is universal. Coverage applies to **Wrongful Acts** committed anywhere and to **Claims** made in any jurisdiction in the world. If **Damages** or **Claim Expenses** are paid in a currency other than United States of America dollars, then the payment under this Policy will be considered to have been made in United States dollars at the conversion rate that is in effect at the time of the payment.

III. NOTIFICATION

- A. If during the **Policy Period** or the Extended Reporting Period:
 1. the **Insured** receives written notice or oral notice from any party that it is the intention of such party to hold the **Insured** responsible for any **Wrongful Act(s)**, or
 2. the **Insured** becomes aware of circumstances which could reasonably be expected to give rise to such notice,

then the **Insured** will tell the **Insurer** in writing as soon as practicable. Any subsequent **Claim** made against the **Insured** arising out of such **Wrongful Act(s)** shall be deemed to have been made during the **Policy Period** or Extended Reporting Period. No coverage for such **Claim** shall exist under any subsequent Policy written by the **Insurer**.

- B. In the event of a **Claim**, the **Named Insured** must give the **Insurer** written notice of:
1. the specific **Wrongful Act**; and
 2. the injury or damage which has or may result from the **Wrongful Act**; and
 3. the names and addresses of the claimants or potential claimants; and
 4. the circumstances by which the **Insured** first became aware of such **Wrongful Act**.
- C. If **Claim** is made or suit is brought against the **Insured**, the **Insured** will immediately forward to the **Insurer** every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- D. Notification will be sent to the **Insurer** in care of the **Insurer's** AXIS PRO business unit as follows:

Claims Department
AXIS PRO
Two Pershing Square, Suite 800, 2300 Main Street
Kansas City, Missouri 64108-2404
Email: USclaimnoticekc@AXISCapital.com
Fax: 816.471.6119

IV. EXTENDED REPORTING PERIOD

Only the **First Named Insured** can purchase one of the Extended Reporting Period options described below.

The **Insurer** will deem a **Claim** to be made during the Extended Reporting Period only if a **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions apply to the Extended Reporting Period:

- A. If the **Insurer** cancels or non-renews the Policy, then upon request and payment by the **First Named Insured**, the **Insurer** will sell an Extended Reporting Period, unless the **Insurer** cancels or nonrenews the Policy because:
1. any **Insured** failed to pay the premium or Self-Insured Retention; or
 2. any **Insured** failed to comply with Policy provisions.

If the **First Named Insured** cancels or nonrenews the Policy, the **Insurer** may, at the **Insurer's** sole option, offer to sell the **First Named Insured** an Extended Reporting Period for an additional premium.

- B. The available Extended Reporting Period options are:

One Year Extended Reporting Period = 200% of the total annual premium
Two Years Extended Reporting Period = 300% of the total annual premium

- C. Changes or proposed changes in premium or Policy provisions shall not be deemed as cancellation or nonrenewal of the Policy by the **Insurer**.
- D. The **Insurer** must receive the **First Named Insured's** request for the Extended Reporting Period in writing within 30 days after the end of the **Policy Period**. On receipt and acceptance of the request, the **Insurer** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the **Insurer** will bill the additional premium and the **Insurer** must receive payment within 30 days after the billing date for the Extended Reporting Period to be effective.
- E. Once in effect, the Extended Reporting Period may not be canceled.
- F. A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy in effect on the last day of the **Policy Period** will apply.

- G. The Extended Reporting Period does not reinstate or increase the Limit of Insurance.
- H. The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

V. MULTIPLE CLAIMS

All **Claims** arising from the same **Wrongful Act** will be deemed to have been made on the earlier of the following dates:

- A. the date the first of those **Claims** is made against any **Insured**; or
- B. the first date the **Insurer** receives the **Insured's** written notice of the **Wrongful Act**.

The provisions of the Policy in effect on that date will apply.

VI. DEFINITIONS

- A. "**Application**" means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy or the underwriting of any other policy issued by the **Insurer**, or any of its affiliates, of which this Policy is a renewal, replacement or which succeed it in time, as well as any publicly available materials filed by the **Named Insured** prior to the Inception Date of the Policy with the U.S. Securities and Exchange Commission (or any similar federal, state, local or foreign regulatory agency), including but not limited to the **Insured's** quarterly, annual and other reports to owners of its securities. The **Application** forms a part of the Policy and is hereby incorporated by reference.
- B. "**Bodily Injury**" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means disability, emotional distress, and mental anguish, mental injury, shock or fright when these conditions result in or from physical injury, sickness, disease or death.
- C. "**Claim**" means a demand or assertion of a legal right made against any **Insured**, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- D. "**Claim Expense**" means, when authorized and approved by the **Insurer**:
 - 1. fees charged by an attorney in defense of a **Claim**, including such fees necessitated by a demand for a retraction or correction;
 - 2. all other fees, costs and expenses which result from the investigation, discovery, adjustment, defense, negotiation, arbitration, mediation, settlement or appeal of a **Claim**;
 - 3. interest on any part of a judgment not exceeding the Limit of Insurance that accrues after the entry of the judgment and before the **Insurer** has paid or tendered or deposited the applicable judgment amount in court; and
 - 4. premiums on appeal bonds required as a result of a **Claim** and premiums on bonds to release attachments for a bond amount not exceeding the Limit of Insurance, but the **Insurer** has no obligation to apply for or furnish any such bonds.

Claim Expense does not include:

- 1. salary or expenses of regular employees of the **Insured**;
 - 2. any costs associated with notification of those whose personal information was contained in a database owned and or maintained by the **Insured** which was or may have been the subject of an unauthorized access. This exclusion applies whether the notification costs are the result of independent action by the **Insured** or pursuant to some statutory or regulatory requirement.
- E. "**Content**" means any communicative material including but not limited to words, pictures, sounds, images, and graphics.

- F. Unless otherwise limited in Item 4. of the Declarations, "**Corporate Expression Activities**" means:
1. the creation or dissemination of **Content** that advertises, publicizes, promotes or concerns the products or services of the **Insured**, regardless of the mode or method of communication, whether distributed to the general public or to a specific audience, including but not limited to:
 - a. any print, broadcast, emails, electronic or digital materials;
 - b. catalogues, brochures, magazines, newsletters, press releases, public statements, media appearances, or other similar **Content**; or
 - c. the **Content** of any Internet web page created or maintained by any **Insured**;
 2. the gathering, maintenance or dissemination of data or information regarding past, present or prospective customers of the **Insured** or other users of the **Insured's** products or services; including but not limited to such gathering, maintenance or dissemination via the Internet or other digital or electronic means;
 3. the design, manufacture, labeling, sale, and distribution of products, goods and merchandise by the **Insured**, in his, her or its capacity as an **Insured**, including but not limited to toys, games, clothes, household goods, electronics, cosmetics, office supplies, food products and general merchandise;
 4. the development, creation or use of any computer code, computer software or computer system by an **Insured** in his, her or its capacity as an **Insured** in connection with the ordinary business activities of the **Insured**; except that **Corporate Expression Activities** shall not include development, creation or use of any computer code, computer software or computer system for a customer or for sale or distribution to third parties.
- G. "**Damages**" means monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, except when applicable law prohibits insurance for punitive, multiplied or exemplary damages; and legal expense or other costs included as part of a judgment, award or settlement.

Damages does not include:

1. civil or criminal fines or penalties;
 2. royalties, fines or penalties sought by any music licensing organization; royalties, fees, deposits, commissions or charges for goods or services;
 3. loss or disgorgement of profits by an **Insured**;
 4. costs of correcting, performing or reperforming the **Insured's Corporate Expression Activities** by the **Insured** or another party;
 5. fines, penalties or costs, whether incurred by the **Insured** or another party, associated with a statutory or regulatory notification requirement when private information maintained in a database of the **Insured** is accessed or divulged by someone not authorized to do so.
- H. "**First Named Insured**" means the **Named Insured** first listed in the Declarations under Item 1. **Named Insured**.
- I. "**Insured**" means, individually and collectively:
1. the **Named Insured**;
 2. any **Subsidiary** in existence on the Inception Date of this Policy;
 3. the **Named Insured's** or **Subsidiary's** stockholders for their liability as stockholders;
 4. the **Named Insured's** or **Subsidiary's** partners, officers, directors, and full-time, part-time, seasonal, leased, or temporary employees, and volunteers, but only with respect to their activities within the scope of their duties in such capacity for the **Named Insured** or **Subsidiary**;

5. the **Named Insured's** or **Subsidiary's** former partners, officers, directors and employees, but only with respect to their activities within the scope of their duties in the capacity of the **Named Insured's** or **Subsidiary's** partner, officer, director or employee;
6. any agent or independent contractor providing services or **Corporate Expression Activities** through or under the direction of the **Named Insured** and for which the **Named Insured** agrees to provide the insurance afforded by this Policy as respects such services or **Corporate Expression Activities**;
7. any person or entity added by endorsement to the Policy as an Additional Insured.

In the event of death, incapacity, insolvency or bankruptcy of any **Insured**, the term **Insured** includes the **Insured's** legal representative, but only with respect to their activities within the scope of their duties as the **Insured's** legal representative.

- J. "**Insurer**" means the **Insurer** stated in the Declarations.
- K. "**Named Insured**" means the person(s) or entity(ies) listed in Item 1. of the Declarations of the Policy.
- L. "**Policy Period**" means the period of time stated in Item 2. of the Declarations or any shorter period resulting from endorsement or cancellation of the Policy.
- M. "**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
 1. smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, mold or asbestos;
 2. hazardous, toxic or radioactive matter or nuclear radiation;
 3. waste, which includes material to be recycled, reconditioned or reclaimed; or
 4. any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.
- N. "**Property Damage**" means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.
- O. "**Retroactive Date**" means the date stated in Item 3. on the Declarations.
- P. "**Subsidiary**" means any entity more than 50% owned and controlled by a **Named Insured**.
- Q. "**Wrongful Act(s)**" means any actual or alleged:
 1. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light or misappropriation of name or likeness;
 2. wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;
 3. libel, slander, disparagement, or any other form of defamation or harm to the character or reputation of any person or entity;
 4. infringement or dilution of trademark, trade name, trade dress, title, slogan, service mark or service name;
 5. copyright infringement, plagiarism, piracy, breach of implied contract, or misappropriation of property rights, information or ideas;
 6. error or omission in **Content**;
 7. unauthorized access to, unauthorized use of, or communication of a virus or other harmful computer code via any Internet site; or

8. unfair competition, conspiracy, outrage, infliction of emotional distress or *prima facie* tort, but only when such allegations are based entirely upon one or more **Wrongful Acts** falling within sections 1.-7. above.

VII. EXCLUSIONS

- A. The **Insurer** will not be obligated to pay **Damages** or **Claim Expense** for **Claims** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving actual or alleged:
 1. **Bodily Injury** or **Property Damage**; except this Exclusion shall not apply to any actual or alleged mental anguish or emotional distress actually or allegedly resulting from any **Wrongful Act**;
 2. harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference or orientation, national origin, religion, handicap, disability or marital status;
 3. malfunction or defect of any hardware, equipment or component;
 4. electrical failure including electrical power interruption, surge, brownout or blackout;
 5. unauthorized access to, unauthorized use of, tampering with, or introduction of malicious code into data or systems by any **Insured** or person who would qualify as an **Insured**;
 6. breach of contract, warranty or guarantee or liability assumed under any contract or agreement, except this Exclusion does not apply to liability the **Insured** would have incurred in the absence of such contract or agreement;
 7. acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;
 8. the actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This Exclusion applies whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable and/or whether or not any **Insured** caused or contributed to the pollution;
 9. price fixing, restraint of trade, monopolization, false, deceptive or unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or any amendment to or any rule or regulation promulgated under or in connection with any such statute; or any similar provision of any federal, state, or local law or common law anywhere in the world;
 10. unsolicited communication including unsolicited faxes, unsolicited electronic mail, unsolicited telephone calls sent by or on behalf of the **Insured** in violation or alleged violation of state, local, or federal law, including non-U.S. laws, any amendment to such laws or violation of any order, ruling or regulation issued pursuant to such laws that regulate such communication;
 11. false advertising or misrepresentation in advertising about the **Insured's** products or services, or the products or services of others or wrong description of the price or authenticity of any goods or services, or the failure of any goods or services to conform with the standards of quality or performance;
 12. infringement, contributing to the infringement, or inducing the infringement of any patent, including theft of trade secret **Claims** arising from allegations of infringement of any patent;
 13. any act, error or omission committed while knowing it was wrongful by an **Insured** or any person or organization for which an **Insured** is legally liable;

14. an act, error or omission that a jury, court or arbitrator finds dishonest, fraudulent, criminal or malicious. The **Insurer** will pay **Claim Expense** on an otherwise covered **Claim** prior to such finding. However, upon that determination by a jury, court or arbitrator, the **Insurer** shall be entitled to recovery of any of the **Claim Expense** incurred from the party(ies) found to have committed dishonest, fraudulent, criminal or malicious acts;
15. violation of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law, any similar state or federal law, or any amendment to the above laws or any violation of any order, ruling or regulation issued pursuant to the above laws;
16. **Wrongful Act** or other act, error, omission, fact, circumstance, situation, transaction, event or decision that is underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding, or **Claim** as of the Inception Date stated in Item 2. of the Declarations.

B. The **Insurer** will not be obligated to pay **Damages** or **Claim Expense** for **Claims** made by:

1. any **Insured**;
2. any entity which is a parent, affiliate, **Subsidiary**, joint venturer, co-venturer or other entity in which any **Insured** owns an interest or is a partner;
3. any person or entity seeking royalties or other payments actually or allegedly due, or an accounting of such royalties or other payments, pursuant to a contract between such person or entity and the **Insured** regarding **Content** supplied by such person or entity;
4. any entity directly or indirectly controlled, operated or managed by an entity described in Section VII.B.2. above;
5. any party or the successor or assignee of any party who has supplied, is supplying or is to supply **Content**, material or services to the **Insured**, but only with respect to **Claims** involving disputes over the ownership of, fees associated with, use of, or exercise of rights in the **Content**, material or services supplied;
6. any regulatory authority, or any administrative actions, decisions, orders or proceedings by any federal, state or local governmental agency or official;
7. any present, former or prospective employee based on, resulting from or arising directly or indirectly out of the employment relationship or the nature, terms or conditions of employment, including, but not limited to discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation or workplace or employment torts.

VIII. POLICY LIMIT AND SELF-INSURED RETENTION

A. Limit of Insurance

1. Each **Wrongful Act**

The Each **Wrongful Act** Limit of Insurance stated in Item 5.a. on the Declarations is the most the **Insurer** will pay for **Damages** and **Claim Expenses** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period arising from each **Wrongful Act**, no matter how many:

- a. **Insureds** this Policy covers;
- b. **Claims** are made; or
- c. persons or organizations make **Claims**.

2. Total Limit of Insurance

The Total Limit of Insurance stated in Item 5.b. on the Declarations is the most the **Insurer** will pay for **Damages** and **Claim Expenses** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period, no matter how many:

- a. **Insureds** this Policy covers;
 - b. **Claims** are made;
 - c. persons or organizations make **Claims**; or
 - d. **Wrongful Acts** are alleged or committed.
3. The **Insurer's** obligation to pay **Damages** and **Claim Expense** and its right and duty to defend end when the **Insurer** has paid the applicable Limit of Insurance.

B. Self-Insured Retention

The amount of the **Insured's** Self-Insured Retention is stated in Item 6. on the Declarations. A separate Self-Insured Retention applies to each **Wrongful Act**. The Self-Insured Retention applies to **Damages** and **Claim Expenses** combined and the **Insurer's** obligation to pay **Damages** and **Claim Expenses** applies only to the amount of **Damages** and **Claim Expenses** in excess of the Self-Insured Retention. The Self-Insured Retention does not deplete the applicable Limit of Insurance.

C. Application of Policy Limit and Self-Insured Retention to Each Claim

Wrongful Acts that are related to the same subject, person, or class of person, or causally connected by common facts, circumstances or decisions shall be deemed to be a single **Wrongful Act** which happened at the time the earliest of the series of **Wrongful Acts** was committed.

IX. CONDITIONS

A. **Time of Inception; Policy Period**

This Policy will begin at 12:01 a.m. CST on the Inception Date shown in the Declarations. The Policy will continue to apply until 12:01 a.m. CST on the Expiration Date also shown in the Declarations unless terminated at an earlier date.

B. **Premium**

The **Named Insured** will pay to the **Insurer** the amount of premium stated in Item 7. of the Declarations. The premium may be adjusted at any time during the **Policy Period** or any extensions of the **Policy Period** based upon changes in the **Insured's Corporate Expression Activities** or provisions of the Policy as may be agreed upon by the **Named Insured** and the **Insurer**.

C. **Change of Operations**

This Policy applies only to **Corporate Expression Activities** described at the Inception Date of this Policy in the Declarations or by endorsement. This Policy will also extend to any newly created, acquired, or formed activities or entities if reported to the **Insurer** within ninety (90) days of their creation, acquisition or formation. Newly created, acquired, or formed activities or entities will be subject to underwriting approval and, with the **Insurer's** consent, such activities or entities will be added by endorsement hereto. The **First Named Insured** will promptly pay any additional premium that may become due. This Policy will not apply to any other activities or entities unless, with the **Insurer's** consent, such activities or entities are added to the Policy by endorsement.

D. **Defense; Cooperation of Insured; Settlement**

The **Insured** shall give the **Insurer** prompt written notice of any **Claim** or suit and such notice shall be a condition precedent to coverage. The **Insured** shall in all respects cooperate with the **Insurer** with respect to any **Claim** for which insurance is afforded under this Policy and, at the **Insurer's** request, assist in making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** shall attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall comply with any claim guidelines or procedures requested by the **Insurer**.

The **Insurer** shall have the right and duty to defend any **Claim** or suit against the **Insured** because of a covered **Claim**, even if the allegations of the suit are groundless, false, or fraudulent. The **Insurer** will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the **Insurer** with respect to selection of counsel.

The **Insurer** may investigate and solicit settlement offers for any **Claim**, as it deems expedient. No offer to settle a **Claim** for an amount in excess of the **Insured's** remaining Self-Insured Retention shall be accepted unless the **Named Insured** and the **Insurer** agree thereto by written agreement.

The **Named Insured** may agree to any settlement for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the Self-Insured Retention.

In the event the **Named Insured** and the **Insurer** disagree with respect to the final disposition of any **Claim**, the following provisions shall apply:

1. If the **Named Insured** is willing to accept a settlement, which is offered by a claimant or is unwilling to appeal from a judgment of a trial court, the **Insurer** shall have the right to litigate in lieu of such settlement or appeal from such judgment, provided that the **Insurer** bears all costs and expenses, including incidental interest, of such litigation or appeal, any new trial ordered by an appellate court, and any increase in the judgment amount including incidental interest. An increase in the judgment amount in such instance shall not be applied against the **Named Insured's** Policy Limit;
2. If the **Insurer** is willing to accept the judgment of the trial court, appellate court, or any negotiated settlement or settlement offer, and the **Named Insured** is not willing to accept such judgment or settlement and providing the judgment or settlement is in excess of the **Named Insured's** Self-Insured Retention, the **Insurer** may pay to the **Named Insured** the difference between the amount of said settlement or judgment and the **Named Insured's** remaining Self-Insured Retention, and shall thereby be relieved from further **Damages** for that **Claim** including the duty to defend and the payment of **Claim Expense**.

E. Other Insurance

The insurance afforded by this Policy is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically arranged by the **Named Insured** to apply in excess of this insurance.

F. Subrogation

In the event of any payment under this Policy, the **Insurer** will be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The **Insurer** will have no rights of subrogation against any **Insured** hereunder. Any recoveries shall be applied as follows:

1. first, to the **Insurer** up to the amount the **Insurer** has paid for **Damages** and **Claim Expense**;
2. then, to the **First Named Insured** as recovery of Self-Insured Retention amounts paid as **Damages** and **Claim Expense**.

G. Changes

Notice or knowledge possessed by any person will not effect a waiver or a change in any part of this Policy or estop the **Insurer** from asserting any rights under the terms of this Policy; nor will the terms of this Policy be waived or changed except by written endorsement issued to form a part of this Policy.

H. Assignment

Assignment of any interest under this Policy will not bind the **Insurer** unless and until its written consent is endorsed hereon.

I. Action Against the Insurer

1. No action will lie against the **Insurer** unless, as a condition precedent thereto, there has been full compliance with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay has been fully determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement among the **Insured**, the claimant and the **Insurer**.
2. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement will thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy.
3. No person or organization will have any right under this Policy to join the **Insurer** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Insurer** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or the **Insured's** estate will not relieve the **Insurer** of any of its obligations hereunder.

J. Cancellation and Nonrenewal

1. Cancellation

This Policy may be canceled by the **First Named Insured** by mailing to the **Insurer** written notice stating when thereafter the cancellation will be effective. This Policy may be canceled by the **Insurer** by mailing to the **First Named Insured**, at the address shown in this Policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. If cancellation is a result of nonpayment of premium or Self-Insured Retention, the **Insurer** will give written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective.

If this Policy is canceled prior to the Expiration Date, the premium due the **First Named Insured** will be:

- a. the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **First Named Insured**; or
 - b. the pro rata unearned amount of the annual premium if such cancellation is by the **Insurer**;
- but the return of such premium to the **First Named Insured** is not a condition of cancellation.

2. Nonrenewal

The **Insurer** may elect not to renew this Policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the **Insurer**. The **Insurer** will mail or deliver the notice at least thirty (30) days before the expiration of the Policy.

If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

K. Authorization

The **First Named Insured** is responsible for assurance of payment of all premiums and Self-Insured Retentions. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium, and purchasing an Extended Reporting Period. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to conduct of defense, negotiation of settlements and the decision to appeal or not to appeal any judgment.

L. Representations

By accepting this Policy, the **Named Insured** agrees:

1. the statements in the **Application** or Renewal **Application** for this insurance furnished to the **Insurer** are accurate and complete;

2. those statements furnished to the **Insurer** and the statements in the Declarations are representations the **Named Insured** made to the **Insurer** on behalf of all **Insureds**;
3. those representations are a material inducement to the **Insurer** to issue this Policy;
4. the **Insurer** has issued this Policy in reliance upon those representations; and
5. this Policy embodies all agreements existing between the **Insured** and the **Insurer** or any of its agents relating to this insurance.

X. A COPY OF THE INSURED'S APPLICATION OR RENEWAL APPLICATION

All attachments to the **Application** or Renewal **Application** furnished to the **Insurer** for the purpose of applying for the insurance will be kept on file by the **Insurer**, deemed attached to the Policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.

In Witness Whereof, the **Insurer** has caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a duly authorized representative of the **Insurer**.

President

Secretary

SPECIMEN