COMMERCIAL CONTRACT

Technology Insurance Company

(A Stock Insurance Company)

An AmTrust Financial Company

800 SUPERIOR AVENUE EAST, 21ST FLOOR

CLEVELAND, OH 44114

877-528-7878

Read Your Policy Carefully

This policy is a legal contract between you and us. The information on this page is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. **It is therefore important that you read your policy carefully.**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

This policy is signed by the President and Secretary of the insurance company and, if required by State law, this policy shall not be valid unless countersigned on the Declaration page by its authorized representative.

President

Secretary

AmTrustCyber

www.amtrustcyber.com

AmTrustCyber Services

Did you know that strengthening your security posture can boost your business by increasing customer trust?

Increase the resilience and growth potential of your business by taking advantage of the following complimentary offerings available to AmTrustCyber policyholders.

Assessment & Consultation

Security Assessment and External Vulnerability Scan

Equip your organization with the necessary knowledge with a live awareness webinar designed to help assess your organization's environment, IT infrastructure, and security practices. The analyst may then deploy an external vulnerability scan to identify potential risks. Actionable recommendations will be delivered to help your organization address security challenges and goals.

Incident Response Readiness Assessment

Is your team prepared to handle a suspected security incident? A complimentary session with a DFIR (digital forensic and incident response) expert will highlight opportunities and action steps to improve your organizational preparedness.

Google Workspace or Office 365 Security Review

Leverage our expert partners to assess the administrative security controls in your Google Workspace of Microsoft Office 365 environment. Find balance between security and operational efficiency while protecting your organization from identity or business email compromise.

Data Privacy Review

Data is among the most valuable assets in the world. Take advantage of a complimentary consultation to assess your organization's data privacy practices and regulatory requirement gaps.

SaaS Security Posture Management

Do you have full visibility into the SaaS (software-as-a-service, i.e., applications, browser extensions, programs, etc.) that your employees are using and connecting to your environment? Are you up to date on the use of artificial intelligence (AI) in your supply chain? A complimentary assessment and review with Wing Security will provide a risk assessment for your environment, pulling back the curtain on "shadow IT" and equipping your organization with the tools and expertise to reduce software-related risk.

Click here for your free risk assessment from Wing Security or go to the following URL https://wing.security/amtrust-wingsecurity/

Education/Training

Security Awareness Training

Your first defense against a breach is a well-educated team! Equip your organization with the necessary knowledge with complimentary security awareness training designed to help your employees identify and avoid social engineering and phishing attacks.

Tools

Managed Detection and Response (10 free licenses)

An easy-to-install security solution with no additional expense, headcount, or administration on your part; all managed by a team of security experts. MDR combines automated technology with human expertise to rapidly identify and limit risk. This security tool, professionally managed by a team of dedicated security experts, can help insureds protect their computers, their network, and their business. And it is easily accessible at no cost for your first 10 licenses - because better protection for business doesn't have to be complicated or expensive.

Additionally, as an AmTrustCyber policy holder, you'll also have access to:

- Expert-hosted webinars on awareness, tools, and topics in information security
- Dedicated resource(s) for assistance with cybersecurity services and management
- Preferential pricing on a curated suite of security services and tools selected for impact and ease of implementation

Questions?

For questions about services included with your Cyber policy, please email amtrustcyberservices@amtrustgroup.com

AmTrust INSURANCE

AmTrustCyber. Be Prepared. Stay Protected.

AmTrust is AmTrust Financial Services, Inc., located at 59 Maiden Lane, New York, NY 10038. Coverages are provided by its affiliated property and casualty insurance companies. Consult the applicable policy for specific terms, conditions, limits and exclusions to coverage. For full legal disclaimer information, including Texas and Washington writing companies, visit: www.amtrustfinancial.com/about-us/legal-disclaimer. © 2024, AmTrust Financial Services, Inc.

MKT6212 07/24

AmTrustCyber

www.amtrustcyber.com

Your Exclusive Offer

Free Security Solution From AmTrustCyber

At AmTrustCyber, we're committed to helping protect our customers against cyber risk.

As part of that commitment, we're pleased to provide AmTrustCyber policy holders with up to 10 MDR licenses at no additional cost. All insureds – both small and large – can benefit from MDR protection. AmTrustCyber is here to help you protect your business from costly and disruptive cyber incidents.

What is MDR and how can it help?

MDR stands for Managed Detection and Response. MDR is a 24/7 security guard for your network, data, and devices - desktops, laptops, and servers. It can alert you to threats (like malicious files and links) and stop them from causing harm. It works on a totally automated basis, so you don't have to do a thing. It runs behind the scenes, so it will have no impact on your network. It offers defenses beyond basic computer security features to provide your business with effective protection and peace of mind. Best of all, it's easy to install and it's free!

AMERICAN TECHNOLOGY SERVICES
A WWTS Company

AmTrustCyber teamed up with cybersecurity experts American Technology Services (ATS) to provide this incredible benefit to our insureds. Specialists at ATS will manage the tool, alert you if there are any threats, and help you to avoid the disruption and expense of a costly cyber-attack.

Download today - it's easy, quick and safe.

This important security tool takes 5 minutes to install, will not interrupt your devices in any way, runs on its own, is free and will protect your network from dangerous cyber criminals and attacks. To get started, just click on the link below and you will be guided through a simple installation – all you need is your AmTrustCyber policy number and your email and phone number. And again, you can install this tool on up to 10 devices – for free!

Take advantage of this great benefit by clicking here.

AmTrustCyber. Be Prepared. Stay Protected.

AmTrust INSURANCE

Disclaimer - This offer is exclusive to select AmTrustCyber insureds (the "Insureds") and may not be transferred or resold. The MDR solution will be provided by American Technology Services, a third-party provider of information security solutions. Usage of the complimentary MDR licenses (the "Licenses") is subject to the terms and conditions provided by American Technology Services and select Insureds will be required to agree to, and abide by, such terms and conditions. Insureds are not required to make any purchase nor agree to any future payment for the Licenses to receive this offer. Insureds' use of the Licenses is valid until the earlier of (i) 12 months from the time that an AmTrustCyber insured signs up for the license(s), or (ii) the termination of the AmTrustCyber insured's cyber insurance policy with AmTrustCyber, whichever comes first. The terms of this offer are subject to change, and the offer may be amended or revoked, at any time and for any reason including, without limitation, the commercial availability of the Licenses and/or the MDR Solution.

This offer is facilitated by hyperlinks to third-party websites or other methods to aid Insureds' access to the Licenses. Although AmTrustCyber endeavors to direct Insureds to helpful, trustworthy resources such as the MDR solution that will improve their cyber security posture and readiness, AmTrustCyber cannot guarantee software, information, products, or services provided by or at any third-party resource or track changes in the resource. Thus, neither AmTrustCyber nor any of its affiliates is responsible for the content or accuracy of any third-party website or resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third-party website or resource.

We recommend these resources on an "as is" basis and the use of such resources will be subject to their terms and licenses and no longer be protected by AmTrust's privacy policy or security practices, which may differ from the third policy or practices or other terms. Insureds should familiarize themselves with any license or use terms of, and the privacy policy and security practices of, the third-party resource, which will govern Insureds' use of that resource.

MKT6349 01/24

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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AmTrust North America
An AmTrust Financial Company

7/15/2026

Dear Policyholder,

In an effort to provide AmTrust customers with a variety of billing options, the below fee structure will be applied to your new policy.

This fee structure helps customers to meet payment due dates, ensures that valid and properly funded payments are submitted, and provides an incentive for paid-in-full options.

Our fee structure is as follows:

Fee Title	**Fee Amount**	**Description**
Returned Payment Fee	$25	A returned payment fee applied to any returned payment.
Late Fee	$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	$15	A “paper” billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	$3	An “electronic” billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department

800 Superior Avenue E • 21st Floor • Cleveland, OH 44114
(p) 866.203.3037 • (f) 800.487.9654 • www.amtrustnorthamerica.com

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AmTrustCyber
DECLARATIONS PAGE

COVERAGE FOR THE INSURED'S DIRECT LOSS APPLIES SOLELY TO INCIDENTS OR EVENTS FIRST DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED APPLIES SOLELY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED DISCOVERY PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

DEFENSE COSTS ARE PART OF AND NOT IN ADDITION TO THE AGGREGATE LIMIT OF LIABILITY. THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS AND THE RETENTION SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY LOSS AFTER THE AGGREGATE LIMIT OF LIABILITY HAS BEEN EXHAUSTED.

POLICY NUMBER: TCL1768075 00	**PRODUCER:** Hifi Associates Inc 721 Cedar Ln., Teaneck NJ 07666

ITEM 1. POLICYHOLDER

Policyholder: Task Health, Inc.

DBA:

Policyholder Address: 2329 Nostrand Ave , Brooklyn NY 11210

ITEM 2. POLICY PERIOD

Effective Date: 7/13/2026 Expiration date: 7/13/2027

Both at 12:01am standard time at the Policyholder's address

ITEM 3. PREMIUM

Premium: $654.00

Taxes and Surcharges: $0.00

ITEM 4. EXTENDED DISCOVERY PERIOD

Extended Discovery Period: 1 Year

Extended Discovery Period Premium: 90% of Annual Premium

Class Code: 2-50002

Technology Insurance Company, Inc.
800 Superior Avenue East
Cleveland, OH 44114

ITEM 5. RETROACTIVE AND CONTINUITY DATE

Retroactive Date: Full Prior Acts   Continuity Date: 7/13/2026

ITEM 6. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE

Email Address: AmTrustCyberClaims@amtrustgroup.com

Mailing Address:
AmTrust North America
400 Executive Boulevard, 4th Fl
Southington, CT 06489
ATTN: AmTrustCyber Claims Department

ITEM 7. LIMITS

Aggregate Limit of Liability: 1,000,000

Business Interruption Waiting Period:	8 Hours	Business Interruption from Suppliers Waiting Period:	8 Hours
Business Interruption Period of Restoration:	180 Days	Business Interruption from Suppliers Period of Restoration:	180 Days

COVERAGE FOR THE INSURED'S DIRECT LOSS	LIMIT OF COVERAGE	RETENTION
Ransom Payment:	$1,000,000	$5,000
Data and System Recovery:	$1,000,000	$5,000
Bricking Costs:	$500,000	$5,000
Business Interruption:	$1,000,000	$5,000
Business Interruption from Suppliers:	$500,000	$5,000
Reputation Harm:	$1,000,000	$5,000
Cyber Event:	$1,000,000	$5,000
Cyber Deception:	$250,000	$5,000
Proof of Loss:	$100,000	$5,000
Cryptojacking:	$500,000	$5,000

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED	LIMIT OF COVERAGE	RETENTION
Privacy and Network Security:	$1,000,000	$5,000
Regulatory Fines and Penalties:	$1,000,000	$5,000
Payment Card:	$1,000,000	$5,000
Media:	$1,000,000	$5,000

Technology Insurance Company, Inc.
800 Superior Avenue East
Cleveland, OH 44114

ITEM 8. ENDORSEMENTS

CY990002NYFTZ1223	New York Amendatory Endorsement
CY9900120321	Cap On Losses From Certified Acts Of Terrorism And Disclosure Pursuant To Terrorism Risk Insurance Act
CY9900140921	ADDITIONAL INSURED
CY9900150422	Amend Definition of Fraudulent Instruction
ILP0010104	OFAC NOTICE
PN9902130417	POLICY FEES DISCLOSURE NEW BUSINESS

Authorized Representative

7/15/2026
Date

This endorsement is attached to and forms a part of Policy No. TCL1768075 00 effective 7/13/2026 .

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF "YOUR" POLICY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM and DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) $ 0
This premium is the total Certified Acts premium attributable to this Policy.
Federal share of terrorism losses [enter percentage] 80 **% Year: 20**26 (Refer to Paragraph B. in this endorsement.) **Federal share of terrorism losses [enter percentage]** 80 **% Year: 20**27 (Refer to Paragraph B. in this endorsement.)

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, "we" are required to provide "you" with a notice disclosing the portion of "your" premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of "your" premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, "we" shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Act, to be an act of terrorism pursuant to such act. The criteria contained in the Act for a "Certified Act of Terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

E. For the purpose of this endorsement the following definitions are added:

1. the term "we" and "our" refers to the Insurance Company providing coverage.
2. the term "you" and "your" refers to the insured entity named in the Declarations Page.

F. The inapplicability or omission of a terrorism exclusion, does not serve to create coverage for any "loss" (as defined in the applicable coverage) that is otherwise excluded under the coverage specified above."

COVERAGE FOR THE INSURED'S DIRECT LOSS APPLIES SOLELY TO INCIDENTS OR EVENTS FIRST DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED APPLIES SOLELY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED DISCOVERY PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

DEFENSE COSTS ARE PART OF AND NOT IN ADDITION TO THE AGGREGATE LIMIT OF LIABILITY. THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS AND THE RETENTION SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY LOSS AFTER THE AGGREGATE LIMIT OF LIABILITY HAS BEEN EXHAUSTED.

In consideration of the payment of the premium, in reliance upon the information provided to the **Insurer**, and subject to the **Aggregate Limit of Liability** and applicable **Retention**, exclusions, conditions, and other terms of this Policy, the **Insurer** and **Company** agree as follows:

COVERAGE FOR THE INSURED'S DIRECT LOSS

The **Insurer** will indemnify the **Company** for any of the following first **Discovered** during the **Policy Period**:

Ransom Payment

Ransom Payments incurred by the **Company** directly resulting from a **Ransom Threat**.

Data and System Recovery

Data and System Recovery Costs and **Bricking Costs** incurred by the **Company** directly resulting from a **Cyber Event**.

Business Interruption

Business Interruption Loss, including **Extra Expense**, incurred by the **Company** during the **Period of Restoration** because of a **Business Interruption** directly resulting from a **Business Interruption Event**.

Business Interruption from Suppliers

Supplier Interruption Loss, including **Extra Expense**, incurred by the **Company** during the **Period of Restoration** because of a **Business Interruption** directly resulting from a **Supplier Interruption Event**.

Reputation Harm

Reputation Loss incurred by the **Company** during the **Reputation Period** because of a **Reputation Event** directly resulting from a **Cyber Event** or **Extortion Threat**.

Cyber Event

Cyber Event Costs directly resulting from a **Cyber Event.**

Cyber Deception

The **Company's** loss of **Money** or **Securities** directly resulting from a **Cyber Deception**.

Proof of Loss

Any reasonable and necessary costs for an **Expert** to determine the amount and the extent of any covered **Business Interruption Loss**, **Data and System Recovery Costs**, **Supplier Interruption Loss**, **Extra Expense**, and **Reputation Loss**.

Cryptojacking

The **Company's** loss of **Money** directly resulting from **Cryptojacking**.

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED

Privacy and Network Security

The **Insurer** will pay on behalf of the **Insured** any **Damages** and **Defense Costs** arising from a **Liability Claim** first made against an **Insured** during the **Policy Period** for any **Cyber Event**.

Regulatory Fines & Penalties

The **Insurer** will pay on behalf of the **Insured** any **Fines and Penalties** and **Defense Costs** arising from a **Regulatory Claim** first made against an **Insured** during the **Policy Period** in response to any **Cyber Event**.

Payment Card

The **Insurer** will pay on behalf of the **Insured** any **PCI Payments**, **PCI Investigation Costs** and **Defense Costs** arising from a **PCI Claim** first made against an **Insured** during the **Policy Period** for a **PCI Wrongful Act** that results from a **Cyber Event**.

Media

The **Insurer** will pay on behalf of the **Insured** any **Damages** and **Defense Costs** arising from a **Liability Claim** first made against an **Insured** during the **Policy Period** for a **Media Wrongful Act**.

DEFINITIONS

In this Policy the terms listed below will be defined as follows:

Aggregate Limit of Liability means the applicable amount specified as such in Item 7. of the Declarations.

Assumed Under Contract means any liability assumed by the **Company** in the form of a hold harmless or indemnity agreement executed with any **Third Party** prior to an incident or event giving rise to a **Liability Claim**.

Bricking Costs means costs to replace any component of a **Company Computer System** upon which electronic data of the **Company** was stored that is no longer functional as a direct result of a **Cyber Attack**.

For purposes of this definition, a **Company Computer System** or its components will be deemed no longer functional if they cannot be restored to functionality after reasonable efforts have been made, or if it would be commercially unreasonable to incur costs to restore functionality. The cost to replace all or part of a **Company Computer System** and its components will be determined using the cost to replace items with functionally equivalent items.

Bricking Costs does not mean costs and expenses to replace any industrial machinery, assets or equipment or any component thereof including, without limitation, any physical devices used in manufacturing, logistics, warehousing, refurbishment or construction.

Business Interruption means the complete or partial interruption or the slowdown of the operations of a **Company** for a period of time that exceeds the applicable **Waiting Period**.

Business Interruption Event means any:

(A) **Cyber Attack**;

(B) **Unplanned Failure**;

(C) voluntary and intentional shutdown or interruption of any **Company Computer System** by the **Company**, but only to the extent necessary to limit the loss or damage resulting from a **Cyber Event** upon or failure of any **Company Computer System** that would otherwise be incurred by the **Company**; or

(D) intentional shutdown or interruption by the **Company** of any **Company Computer System** as expressly required by any **Regulator** as a result of a **Cyber Event**.

Business Interruption Loss means any **Loss of Profit** sustained by the **Company** and **Extra Expense**.

Business Interruption Loss will not include any:

(1) loss resulting from the suspension, cancellation, or lapse of any lease, contract, license or orders;

(2) liabilities to any **Third Party**;

(3) legal expenses or costs;

(4) consequential loss or loss incurred as a result of unfavorable business conditions;

(5) **Data and System Recovery Costs**;

(6) **Supplier Interruption Loss**; or

(7) **Ransom Payment**.

Claim means any:

(A) **Liability Claim**;

(B) **PCI Claim**; or

(C) **Regulatory Claim**.

Multiple **Claims** arising from **Related Events** will be considered a single **Claim** for purposes of this Policy and will be deemed made at the time of the first such **Claim**.

Company means the **Policyholder** and any **Subsidiary**.

Company Computer System means any **Computer System** under the operation or control of, and either owned or leased by, a **Company**.

Computer System means any hardware, software, and firmware used to provide or host computer application services to:

(A) create, manage, automate, integrate, interpret, control, process, eliminate, modify, store, retrieve, secure or exchange information; or

(B) create, manage, steer, modify, store, retrieve, secure, analyze, control, or monitor industrial operations.

Confidential Information means any information of a **Third Party** held by, or in the care, custody, or control of the **Insured**:

(A) that is subject to any confidentiality agreement or confidentiality provision in a contract or agreement between the **Third Party** and the **Company**; or

(B) that the **Company** is legally required to maintain in confidence, other than:

(1) **Personally Identifiable Information**; or

(2) any information that is lawfully available to the general public or lawfully in the public domain.

Continuity Date means the applicable date in Item 5. of the Declarations.

Cryptojacking means the unauthorized access or use of any **Company Computer System** to mine for digital currencies that directly results in additional costs incurred by the **Company** for electricity, natural gas, oil, or internet.

Cyber Attack means an intrusion into, unauthorized access or use of any **Company Computer System** or, any unauthorized modification, destruction, deletion, distribution or transmission or copying of, or rendering inaccessible, electronic data or software or consumption of computer resources of such **Company Computer System**, by any means, including, but not limited to, denial of service attacks. **Cyber Attack** includes an unauthorized distribution or transmission of malicious code or virus from the **Company Computer System** to the **Computer System** of a **Third Party**.

Cyber Attack also means the loss of use of all or part of a **Company Computer System** caused by a **Third Party**'s reprogramming of software, including firmware, which renders such **Company Computer System**, or any component thereof, useless, unusable, or ineffective with respect to its intended purpose.

Cyber Deception means any:

(A) **Fraudulent Instruction**;

(B) **Funds Transfer Fraud**; or

(C) **Telephone Fraud**.

Cyber Event means any **Privacy Breach** or **Cyber Attack**.

Cyber Event Costs means any:

(A) **Forensic Costs;**

(B) **Data Breach Response Costs**;

(C) **Voluntary Notification Costs**;

(D) **Legal and Regulatory Advice Costs**;

(E) **Public Relations Costs**;

(F) **Cyber Event Guidance Costs**; or

(G) **Rewards**.

Cyber Event Guidance Costs means the reasonable and necessary costs for an **Expert** to provide guidance and direction to the **Insured** with respect to a crisis directly resulting from a **Cyber Event**.

Cyber Terrorism means any actual, alleged, or threatened attack on a **Computer System**, where such attack, whether committed or threatened, is motivated by economic, political, religious, or ideological objectives to harm or instill fear in any person or entity.

Damages means any of the following, incurred as a result of a **Claim**:

(A) amounts that an **Insured** is legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;

(B) monies payable by an **Insured** to a **Third Party** pursuant to a settlement agreement negotiated by such **Insured** with the prior written approval of the **Insurer**; and

(C) punitive, exemplary or multiplied portion of multiple damages incurred by an **Insured**.

Enforceability of payment for punitive, exemplary and the multiplied portion of multiple damages will be governed by the applicable law that most favors coverage for such damages.

Damages do not include:

(1) future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**;

(2) loss, offset, restitution or return of fees, commissions, royalties, bonuses or profits of the **Insured**;

(3) costs or expenses to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;

(4) taxes or loss of tax benefits;

(5) **PCI Payments** or any contractual penalties, or liquidated damages, service credits or goodwill coupons but only to the extent that such penalties, damages, credits or coupons exceed the amount for which the **Insured** would have been liable in the absence of such agreement for penalties, damages, credits or coupons; or

(6) **Fines and Penalties**.

Data Breach Response Costs means the reasonable and necessary costs for an **Expert** to:

(A) identify and preserve relevant electronic data on the **Company Computer System**;

(B) make notifications of such **Privacy Breach** to any data subject, **Third Party** or **Regulator** according to legal and regulatory duties;

(C) determine the extent of any relevant indemnification obligations contained in any written contract between the **Insured** and any **Third Party**;

(D) operate a call center for the benefit of affected data subjects;

(E) procure credit monitoring services for the affected data subjects; or

(F) procure identity monitoring and identity protection or restoration services or any similar service (including medical identity restoration for affected individuals) for the affected data subjects;

Data Protection Legislation means any law or regulation regulating the control or processing of personal data or information, including but not limited to the California Consumer Privacy Act, the New York SHIELD Act, the General Data Protection Regulation (Regulation EU 2016/679), or any similar applicable law or regulation and including any regulations enacted in furtherance of or pursuant to their implementation.

Data and System Recovery Costs means reasonable and necessary costs for an **Expert** to (i) restore a **Company Computer System** to the same level of functionality which existed immediately prior to such **Cyber Event**; or (ii) restore, retrieve, repair or reinstall electronic data or software**.**

Data and System Recovery Costs do not include any:

(1) costs to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;

(2) legal costs and expenses of any type;

(3) costs that the **Insured** would have incurred had the **Cyber Event** not occurred;

(4) costs for the correction of incorrect manual input of electronic data;

(5) costs to design, upgrade, maintain, or improve the **Company Computer System** or software to a level beyond that which existed prior to a **Cyber Event** unless such costs are less than or equal to the amount it would cost to design, upgrade, maintain, or improve the **Company Computer System** to the same or equivalent condition that existed immediately prior to such **Cyber Event**; or

(6) internal costs or expenses of the **Insured** (including, but not limited to, labor costs and overhead); or

(7) **Bricking Costs**.

Defense Costs mean reasonable and necessary fees, costs and expenses incurred by or on behalf of the **Insured** in relation to the investigation, defense, settlement of, or response to a **Claim** and appeal thereof. **Defense Costs** do not include any internal costs or expenses of the **Insured** (e.g. overhead, wages, salaries or other remuneration) or any **Cyber Event Costs**.

Discovered or **Discovery** means the time at which a member of **Management** first becomes aware of an event that triggers coverage under this Policy and the knowledge of such event would cause a person to reasonably believe that a **Loss** has been or is likely to be incurred, even if the exact amount or detail of the **Loss** may not be known at that time. All **Related Events** will be deemed to have been **Discovered** at the time the first such **Related Event** is **Discovered**.

Employee means any natural person employee (including part time, temporary, leased or seasonal employees), volunteer and intern, but only for work done while acting within the scope of employment.

Expert means any service provider relevant for the specific coverage under this Policy recommended or agreed by the **Insurer**, such agreement not to be unreasonably withheld or delayed.

Extended Discovery Period means the period of time stated in Item 4. of the Declarations and commencing immediately upon the expiration of the **Policy Period**.

Extra Expense means reasonable and necessary expenses incurred by the **Company** during the **Period of Restoration** to directly minimize, reduce or avoid **Loss of Profit**. **Extra Expense** does not include expenses the **Company** would have incurred had no **Business Interruption** occurred.

Financial Institution means a bank, credit union, or other licensed financial service or similar investment company at which the **Company** maintains a **Transfer Account**.

Fines and Penalties means all monetary, regulatory or administrative fines, penalties (other than criminal fines and penalties) and settlements that the **Insured** is legally liable to pay, to the extent these are insurable under the law that most favors coverage for such fines and penalties. **Fines and Penalties** does not include audit, assessment, compliance or reporting costs.

Forensic Costs means the reasonable and necessary costs for an **Expert** to analyze the **Company Computer System** to determine:

(A) whether a **Cyber Event** has occurred;

(B) the cause and extent of any **Cyber Event**; and

(C) the method and means of mitigating a **Cyber Event**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a direct result of a fraudulent instruction provided by a **Third Party**, that is intended to mislead an **Insured** by misrepresenting material facts to such **Insured**.

Fraudulent Instruction will not include loss arising out of:

(A) fraudulent instructions received by the **Insured** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;

(B) any loss, transfer, payment or delivery of monies, securities or tangible property of a **Third Party** held in escrow by the **Company**;

(C) any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;

(D) the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;

(E) accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;

(F) any indirect or consequential loss of any kind; or

(G) any liability to any **Third Party**, or any legal costs or legal expenses.

Funds Transfer Fraud means the transfer, payment or delivery of **Money** or **Securities** by a **Financial Institution** as a direct result of a fraudulent instruction provided by a **Third Party** directing such institution to transfer, pay or deliver **Money** or **Securities** from a **Transfer Account** without the **Company's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of any:

(A) **Cyber Deception** covered by the **Company's** financial institution bond or commercial crime policy;

(B) fraudulent, dishonest or criminal act or omission by, or involving, any **Insured Person**;

(C) indirect or consequential loss of any kind;

(D) punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;

(E) liability to any **Third Party** or any legal costs or legal expenses;

(F) theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including authorization codes or security codes;

(G) forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or

(H) use of payment cards or information contained on such cards.

Insured means the **Company** and the **Insured Persons**.

Insured Person means any:

(A) member of **Management** acting within the scope and capacity of his or her job requirements;

(B) **Employee**;

(C) natural person contractor of the **Company,** but only while acting within the within the scope and capacity as such and in furtherance of the **Company's** business; or

(D) spouse, civil partner, estate, heir, executor, bankruptcy administrator, or legal representative of any natural person listed in (A) or (B) above, but solely for **Loss** arising from a covered **Claim** involving such natural person listed in (A) or (B) above.

Insurer means the entity as specified on the Declarations.

Liability Claim means a written demand for money or services, including without limitation the institution of a civil legal complaint, a demand for arbitration, or a written request to toll a statute of limitations. A **Liability Claim** does not include a **Regulatory Claim** or a **PCI Claim**.

Legal and Regulatory Advice Costs means the reasonable and necessary costs for an **Expert** to provide legal consultation or services to the **Insured**.

Loss means any **Business Interruption Loss**; **Cyber Event Costs**; **Damages**; **Data and System Recovery Costs**; **Defense Costs**; **Fines and Penalties**; **PCI Payments**; **PCI Investigation Costs**; **Ransom Payments**; **Reputation Loss**; **Supplier Interruption Loss**; and any other amounts covered under this Policy.

Loss of Profit means:

(A) The net operating profit (before interest and tax) that the **Company** would have earned during the **Period of Restoration** had the **Business Interruption** not occurred; plus

(B) the **Company's** usual and regular operating expenses to the extent that such operating expenses must continue during the **Period of Restoration**.

Management means any principal, chief executive officer, chief financial officer, general counsel, risk manager, chief information security officer, or the functional equivalents of any of the foregoing, of the **Policyholder**.

Media Information means any information, including words, sounds, numbers, images, video, and graphics displayed in any medium, but will not include computer software or the actual goods, products or services described or displayed therein.

Media Wrongful Act means any of the following acts committed by, or on behalf of, the **Company** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Information** to the public:

(A) defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress or other tort related to disparagement or harm to the reputation or character of any person or entity;

(B) a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;

(C) invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;

(D) plagiarism, piracy, or misappropriation of ideas under implied contract;

(E) improper deep-linking or framing;

(F) false arrest, detention or imprisonment;

(G) invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction;

(H) infringement of copyright;

(I) infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name; or

(J) unfair competition, if alleged in conjunction with any infringement listed in parts (H) or (I) above.

Merchant Services Agreement means any written agreement between the **Company** and a financial institution, credit/debit card company, credit/debit card processor or independent services operator that sets out the terms and conditions relating to the **Company's** acceptance of payments or donations via payment card.

Money means:

(A) currency (other than digital currencies), coins, bank notes and any other medium of exchange in current use and authorized by a domestic or foreign government as a part of its currency; and

(B) traveler's checks, register checks, and money orders held for sale to the public.

PCI Claim means any written demand, suit or proceeding brought under a **Merchant Services Agreement**.

PCI Investigation Costs means:

(A) reasonable and necessary costs for a computer security **Expert** to demonstrate any **Company**'s ability to comply with a **Merchant Services Agreement** and, in such **Company**'s discretion, to provide advice and oversight in connection with an investigation conducted by a PCI forensic investigator; and

(B) reasonable and necessary costs for a PCI forensic investigator that is approved by the PCI Security Standards Council and retained by the **Company** in order to comply with the terms of a **Merchant Services Agreement** to investigate the existence and extent of an actual or suspected compromise of credit card data.

PCI Payments means sums of money assessed against the **Insured** as a penalty or fine pursuant to the terms of a **Merchant Service Agreement.**

PCI Wrongful Act means an actual or alleged breach of the **Insured's** obligations under the Payment Card Industry Data Security Standards (PCI-DSS) or similar payment industry standard.

Period of Restoration means the period listed in Item 7. of the Declarations that begins when the **Business Interruption** first occurs.

Personally Identifiable Information means any personal data controlled or processed by the **Insured** that is subject to protection by any **Data Protection Legislation**.

Policyholder means the entity listed in Item 1. of the Declarations.

Policy Period means the period of time listed in Item 2. of the Declarations.

Privacy Breach means any actual, alleged or suspected:

(A) loss, theft, or unauthorized or negligent disclosure, dissemination, disposal, or loss of operational control of any **Personally Identifiable Information** or **Confidential Information**;

(B) unauthorized access to or use of **Personally Identifiable Information** or **Confidential Information** in the **Company Computer System**; or

(C) violation of any **Data Protection Legislation**.

Public Relations Costs means the reasonable and necessary costs for an **Expert** incurred to prevent or reduce the effects of negative publicity that the **Insured** reasonably believes arises from an event triggering the coverage and covered under this Policy.

Ransom Payment means any:

(A) reasonable and necessary costs incurred for an **Expert** to evaluate and respond to a **Ransom Threat**; and

(B) monies (including digital currencies) paid by the **Company** in order to resolve or terminate a **Ransom Threat**;

provided that the **Company** takes reasonable steps to mitigate any **Ransom Threat**.

Ransom Threat means a credible threat or connected series of threats, made by someone other than a member of **Management**, to:

(A) execute any **Cyber Attack**; or

(B) disseminate, divulge, or improperly utilize any private information, **Personally Identifiable Information** or **Confidential Information** stored in the **Company Computer System**;

unless monies (including digital currencies) are received from or on behalf of the **Company**.

Regulator means any official or appropriate public authority while acting in its regulatory capacity to enforce **Data Protection Legislation** or any law or regulation regulating the safeguard of any **Computer System**.

Regulatory Claim means any:

(A) written request for information;

(B) written request to toll a statute of limitations;

(C) written civil investigative demand;

(D) institution of an investigation or audit; or

(E) institution of a civil proceeding;

by or on behalf a **Regulator**.

Related Events means any and all events triggering the specific coverage under this Policy arising out of, based upon, attributable to or in connection with related or repeated acts, omissions or events or the same originating cause or source. Multiple **Losses** arising from **Related Events** will be considered a single **Loss** for the purposes of this Policy.

Reputation Event means publication by someone other than an **Insured** of previously non-public information specifically concerning a **Cyber Event** or **Ransom Threat**.

Reputation Loss means:

(A) The net operating profit (before interest and tax) that the **Company** would have earned during the **Reputation Period** had the **Reputation Event** not occurred; plus

(B) the **Company's** usual and regular operating expenses to the extent that such operating expenses must continue during the **Reputation Period**.

Reputation Loss will not include any:

(1) loss resulting from the decision of the **Company** to suspend, cancel or lapse of any lease, contract, license or orders;

(2) liabilities to any **Third Party**;

(3) legal expenses or costs;

(4) consequential loss or loss incurred as a result of unfavorable business conditions;

(5) **Data and System Recovery Costs**;

(6) loss resulting from a complete or partial interruption or any slowdown of the operations of the **Company** for any period of time; or

(7) **Ransom Payments**.

Reputation Period means the period beginning on the date the **Reputation Event** occurs, and ends after the earlier of:

(A) 180 days; or

(B) the date that gross revenues are restored to the level they would have been but for the **Reputation Event**.

Retention means the applicable amount(s) listed in Item 7. of the Declarations.

Rewards means the reasonable amount paid by the **Company**, up to $50,000, to an informant for information not otherwise available that leads to the arrest and conviction of a person responsible for a **Cyber Event** (other than the informant).

Securities means negotiable or nonnegotiable instruments or contracts representing either **Money** or property.
Securities does not include **Money**.

Subsidiary means any entity that the **Company**, either directly or indirectly:

(A) controls the composition of the board of directors;

(B) holds more than 50% of the voting shares; or

(C) holds more than 50% of the issued share capital.

For any **Subsidiary** or any **Insured Person** thereof, cover under this Policy will only apply to an incident or event that occurs and is **Discovered**, while such entity is a **Subsidiary**.

Supplier means any **Third Party** that provides products or services to the **Company** pursuant to a written contract.

Supplier Cyber Attack means an intrusion into or unauthorized access or use of any **Computer System** operated by a **Supplier** or, any unauthorized modification, destruction, deletion, distribution or transmission or copying of, or rendering inaccessible, electronic data or software or consumption of computer resources of such **Computer System**, by any means, including, but not limited to, denial of service attacks.

Supplier Failure means any unintentional and unplanned interruption, other than an interruption caused by a **Cyber Attack**, of any **Computer System** operated solely by a **Supplier**.

Supplier Interruption Event means any **Supplier Cyber Attack** or **Supplier Failure**.

Supplier Interruption Loss means any **Loss of Profit** sustained by the **Company** and any **Extra Expense**.

Supplier Interruption Loss will not include any:

(A) loss resulting from the suspension, cancellation, or lapse of any lease, contract, license or orders;

(B) liabilities to any third parties;

(C) legal expenses or costs;

(D) consequential loss;

(E) **Data and System Recovery Costs**; or

(F) **Business Interruption Loss**.

Telephone Fraud means toll and line charges incurred by an **Insured** solely as a result of a fraudulent infiltration and manipulation of a **Company**'s telephone system from a remote location to gain access to outbound long-distance telephone service.

Third Party means any natural or legal person except any **Insured**.

Transfer Account means an account maintained by the **Company** at a **Financial Institution** from which the **Company** can initiate the transfer, payment or delivery of **Money** or **Securities** to a **Third Party**.

Unplanned Failure means any unintentional and unplanned interruption of a **Company Computer System**, other than an interruption caused by a **Cyber Attack.**

Voluntary Notification Costs means the reasonable and necessary costs incurred by the **Insured** to make voluntary notifications of any actual, alleged or suspected **Privacy Breach** to any data subject, **Third Party,** or **Regulator**, provided the **Insured** reasonably believes such voluntary notification will mitigate other **Loss** covered under this Policy.

Waiting Period means the period as specified in Item 7. of the Declarations, starting at the beginning of the **Business Interruption**.

EXCLUSIONS

No coverage is available under this Policy with respect to any **Loss**, or any other amounts arising out of:

Bodily Injury

any actual or alleged physical injury, sickness, disease or death of any natural person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death.

Property Damage

any actual or alleged damage to or destruction of any tangible property, including loss of use thereof; provided that this exclusion will not apply to **Data and System Recovery Costs** or **Bricking Costs**. Electronic data and software are not considered tangible property for purposes of this exclusion.

Company Claims

any **Claim** brought by, on behalf of, or at the instigation of the **Company** or member of **Management**.

Dishonest or Improper Conduct

any deliberately criminal, fraudulent, dishonest, or malicious act or omission by any member of **Management**. However, the **Insurer** will advance **Defense Costs** unless and until there is a final non-appealable decision of a court, arbitration tribunal or **Regulator** in the underlying proceeding establishing such deliberately criminal, fraudulent, dishonest, or malicious act or omission, at which time the **Policyholder** will promptly repay to the **Insurer** any amount paid to or on behalf of such member of **Management** under this **Policy**.

For the purposes of this exclusion, no conduct, act or omission of one **Insured** will be imputed to any other natural person **Insured** and only the knowledge possessed by, and any conduct, act or omission of, any past or present member of **Management** will be imputed to the **Company**.

Legislative

any actual, alleged or suspected violations of:

(A) the Employment Retirement Income Securities Act of 1974;

(B) the Racketeer Influenced and Corrupt Organization Act of 1961;

(C) the False Claims Act (31 U.S.C. §§ 3729-3733); or

(D) statutes, ordinances, regulations or laws regarding or relating to unsolicited marketing activities, including but not limited to Telephone Consumer Protection Act of 1991 (TCPA) and Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act);

(E) the Americans with Disabilities Act of 1990 (ADA); or

(F) the Fair Credit Reporting Act (FCRA);

(G) statutes, ordinances, regulations or laws regarding or relating to antitrust violations, restraint of trade, price fixing, or unfair competition (except as provided in the Media Liability insuring agreement), including but not limited to the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act;

and including (i) any rules or regulations promulgated thereunder, and (ii) any similar statutes, ordinances or regulations.

Pollution

or in any way involving any discharge, dispersal, seepage, migration, release or escape of any:

(A) solid, liquid, gaseous, biological, radiological or thermal irritant, hazardous substance or contaminant, including but not limited to asbestos or asbestos products, smoke, fibers, mold, spores, fungi, germs, vapor, dust, soot, fumes, acids, alkalis, chemicals, radiation and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed, and nuclear materials;

(B) electromagnetism, or electromagnetic energy, radiation, or fields or force; or nuclear or other radiation.

Prior Claims and Knowledge

any fact, event, or circumstance, likely to give rise to a **Claim** or **Loss** of which a member of **Management** was aware (including claims, incidents or circumstances noticed under other insurance), or after reasonable inquiry should have been aware, prior to the **Continuity Date**.

Trade Secrets and Intellectual Property

any actual or alleged theft, misappropriation, plagiarism, misuse, or infringement of any rights with respect to patents, patent licenses, or the registration of patents; or trademark, trade name, or copyright.

Government Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Fines & Penalties insuring agreement.

Trading

any actual or alleged trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others; or the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; provided, however, that this exclusion will not apply to coverage provided under the Cyber Deception insuring agreement.

Sale or Ownership of Securities

(A) the ownership, sale, or the offer to sell or purchase stock or **Securities**; or

(B) an actual or alleged violation of a securities law or regulation.

Discrimination and Employment

any actual or alleged discrimination or any refusal to employ any person, or any employer-employee relations, policies, practices, acts or omissions, or misconduct with respect to **Employees**.

War, Looting and Governmental Acts

any war, invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law, looting; provided, however this exclusion will not apply to **Cyber Terrorism**.

Confiscation

any expropriation, nationalization, confiscation, requisition or seizure of property or data by order of any governmental or public authority.

Natural Perils and Physical Events

any fire, smoke, explosion, lightning, wind, flood, earthquake, windstorm, volcanic eruption, tidal wave, landslide, hail, act of God, or other physical event, however caused.

Failure of Infrastructure

any failure or malfunction of satellites or of power, utility, mechanical or telecommunications infrastructure or services that are not under the **Company's** direct operational control.

Improvement of Company Computer System

(A) any costs or expenses that the **Insured** incurs to identify or remediate software program errors or vulnerabilities;

(B) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; or

(C) any costs to update, replace, restore, assemble, reproduce, recollect or enhance data or a **Company Computer System** to a level beyond that which existed prior to a **Cyber Event**, **Business Interruption Event**, **Supplier Interruption Event** or **Ransom Threat**; provided that this exclusion will not apply where such costs are less than or equal to the amount it would cost to update, replace, restore, assemble, reproduce, recollect or enhance data or **Company Computer Systems** to the same or equivalent condition that existed immediately prior to a **Cyber Attack** under the Data and Systems Recovery insuring agreement.

EXCLUSIONS APPLICABLE TO MEDIA

Solely with respect to the Media Liability insuring agreement, no coverage will be available under this Policy with respect to any **Loss**, or any other amounts arising out of:

Contractual Liability

Any contractual liability; provided that this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract.

Recall

any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Information** or any other content, media or information or products.

Licensing

any (i) actual or alleged licensing fee or royalty payment including, but not limited to, any obligation to pay such fees or royalty payments; or (ii) **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations.

Description of Goods and Services

the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, price estimates, or the failure of any goods or services to conform with any represented quality or performance.

Promotions

any actual or alleged promotional game, lottery or other game of chance; or the value of discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients.

Joint Ownership Disputes

disputes regarding ownership of rights in **Media Information** or services provided by an independent contractor or venture partner.

DUTIES OF THE INSURED AND OTHER CONDITIONS

Notification

(A) Upon **Discovery** of an incident giving rise to Coverage For The Insured's Direct Loss, the **Insured** will give written notice thereof to the **Insurer** as soon as reasonably practicable, but in any event not later than 60 days after the end of the **Policy Period**.

(B) With regard to a **Claim** giving rise to Coverage For Claims Made Against The Insured, the **Insured** will give written notice thereof to the **Insurer** as soon as reasonably practicable after a member of **Management** first becomes aware of such **Claim**, but in no event will the **Insured** give notice of a **Claim** later than (i) 60 days after the end of the **Policy Period**, or (ii) the **Extended Discovery Period** (if applicable).

(C) If the **Insured** becomes aware of any circumstance that is reasonably likely to give rise to a **Claim**, the **Insured** may give written notice thereof to the **Insurer** during the **Policy Period**.

The notification of the circumstances must be made in writing during the **Policy Period** and must include:

(1) the reasons for expecting such circumstances to give rise to a **Claim**, including full particulars as to the nature and date of the actual or alleged **Cyber Event**, **PCI Wrongful Act**, or **Media Wrongful Act**;

(2) the date and manner by which the **Insured** first became aware of such circumstances; and

(3) the identity of any potential **Insureds** and claimants.

All notifications and all communications under this Policy must be in writing to the address listed in Item 6. of the Declarations.

If during the **Policy Period** the **Insured** provides notice of a circumstance in accordance with the requirements of (C) above, then any future **Claim** arising out of such notified circumstance will be deemed made at the time the **Insurer** first received notice of the circumstance.

Defense

The **Insurer** has the right and duty to defend any **Claim** made against any **Insured**. Defense counsel will be mutually agreed by the **Insured** and the **Insurer** but, in the absence of such agreement, the **Insurer's** decision will be final.

The **Insurer** will pay actual loss of salary and reasonable expenses resulting from the attendance by an **Insured** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of $500 per day and $5,000 in the aggregate, which amounts will be part of and not in addition to the **Aggregate Limit of Liability**.

Consent

The **Insured** must obtain the **Insurer's** written consent (such consent not to be unreasonably withheld or delayed) prior to:

(A) settling any **Claim** or otherwise assuming any contractual obligation, voluntarily making any payment, or admitting liability with regard to any **Claim**; or

(B) incurring any **Ransom Payment**, **Cyber Event Costs**, **Data and System Recovery Costs** or **Defense Costs** unless it is not reasonably possible to obtain the prior consent of the **Insurer**, in which case the **Insured** may incur reasonable and necessary **Ransom Payment**, **Cyber Event Costs**, **Data and System Recovery Costs** or **Defense Costs**.

Cooperation

The **Insured** will take all reasonable steps to reduce or minimize **Loss** and will provide to the **Insurer** all such information, cooperation and assistance as reasonably required. Upon request by the **Insurer**, the **Insured** will also submit to the **Insurer** a written proof of **Loss** explaining in reasonable detail the circumstances and calculation of such **Loss**.

Subrogation and Recoveries

The **Insurer** will be subrogated to all of the **Insured's** available rights of recovery for all payments made by the **Insurer** under this Policy. The **Company** and all **Insureds** will do everything necessary to secure any such recovery rights for the **Insurer**, including the execution of any documents necessary to enable the **Insurer** effectively to bring a recovery action or suit in the name of the **Insurer**, **Company** or **Insured** (as applicable), whether such acts become necessary before or after payment by the **Insurer**.

If an **Insured** has waived its right to subrogate against a **Third Party** through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the **Insurer** waives its rights to subrogation against such **Third Party**. Any recovery received will first be applied against any payment made by the **Insurer** with any balance remaining thereafter being remitted to or retained by the **Company** or **Insured**. Recovery by the **Insurer** from reinsurance will not be deemed a recovery hereunder.

Settlement of Claims

If the **Insured** refuses to consent to settle a **Claim** as recommended by the **Insurer**, the **Insurer**'s liability for such **Claim** will not exceed:

(A) the amount of **Defense Costs** incurred prior to the date of such recommendation; plus

(B) 60% of all future **Defense Costs** incurred after the date such settlement or compromise was recommended to the **Insured** plus 60% of any **Damages** above the amount for which the **Claim** could have been resolved.

LIMIT OF LIABILITY AND RETENTION

Limit of Liability

The **Insurer's** liability to pay or indemnify under this Policy for each and every **Loss** and for all **Loss** in the aggregate will not exceed the **Aggregate Limit of Liability**. Any amounts paid by the **Insurer** under this Policy will erode the **Aggregate Limit of Liability**.

Each limit of coverage specified in the Declarations or elsewhere in this Policy is the maximum amount the **Insurer** will pay for the coverage to which it applies and is part of, and not in addition to, the **Aggregate Limit of Liability**.

Retention

Coverage under this Policy will apply only after the **Insured** has paid the applicable **Retention**. In the event of a **Loss**, the **Insurer** will be responsible only for the amount of **Loss** that is in excess of the applicable **Retention**.

If more than one **Retention** applies to a **Related Event**, the **Insured** is responsible to pay an amount equal to the largest of such applicable **Retention** amounts.

GENERAL PROVISIONS

Extended Discovery Period

In the event of cancellation or non-renewal of this Policy, by either the **Company** or **Insurer** (for reasons other than for non-payment of the premium), the **Company** will be entitled to purchase an **Extended Discovery Period** by making a request in writing not later than 60 days after expiration of the **Policy**

Period and paying the additional premium listed in Item 4. of the Declarations for such **Extended Discovery Period**. The purchase of the **Extended Discovery Period** will in no way increase the **Aggregate Limit of Liability**. Such additional premium will be deemed fully earned and not eligible for refund or repayment. The **Extended Discovery Period** will provide for extended coverage under this **Policy** only for **Claims** (i) first made against an **Insured** during the **Extended Discovery Period**, and (ii) arising out of a **Cyber Event** or **Media Wrongful Act** occurring before the end of the **Policy Period**.

New Subsidiaries

If during the **Policy Period** any **Company** creates or acquires a new entity it will automatically be covered under this **Policy** as a **Subsidiary**, provided that such entity does not have an annual revenue exceeding fifteen percent (15%) of the consolidated net annual revenue of the **Policyholder** as of the beginning of the **Policy Period**.

Change in Control

If during the **Policy Period** an **Acquisition** occurs, the **Insurer** will only be liable to make a payment under this **Policy** in relation to any **Loss** or **Claim** based upon or attributable to any incident or event that occurred prior to the date upon which the **Acquisition** is legally effective in the jurisdiction in which it occurs.

The **Company** will give the **Insurer** written notice of the **Acquisition** as soon as practicable after the **Company** first becomes aware of the **Acquisition**.

Acquisition means any of the following:

(A) the **Company's** merger with, or consolidation into, any other entity;

(B) the sale of all or the majority of the **Company's** assets to any person or entity acting alone or in concert; or

(C) any person or entity acting alone or in concert acquiring ownership or control or assuming control pursuant to written agreement with other shareholders or similar security holders of more than 50% of the outstanding securities representing the present right to vote for the election of the board of directors of the **Company** or assuming the right to appoint or remove the majority of the board of directors (or equivalent position) of the **Company**.

Bankruptcy

If a receiver, liquidator, administrator or equivalent under the laws of any jurisdiction is appointed to any **Insured** during the **Policy Period**, the **Insurer** will only be liable to make any payment under this Policy in relation to any **Loss** or **Claim** based upon or attributable to any incident or event that occurred prior to the effective date of such appointment.

Policy Administration

Unless expressly stated otherwise in this Policy, the **Policyholder** will act on behalf of itself and each and every **Insured** with respect to all matters relevant to this **Policy**. The payment of any **Loss** and or any other amounts payable under this Policy to the **Company** will fully release the **Insurer** with respect to such **Loss** and all other amounts.

Premium Payment and Termination

(A) The **Policyholder** may cancel this Policy by mailing to the **Insurer** advance written notice of cancellation.

(B) The **Insurer** may cancel this Policy by mailing to the **Policyholder** written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

(C) If this Policy is cancelled in accordance with (A) or (B) above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could be the basis of a **Claim** or **Loss**, is reported to the **Insurer** on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Other Insurance / Indemnification

Coverage under this Policy is provided only as excess over any other more specific valid and collectible insurance, including any self-insured retention or deductible thereof unless such other insurance is written only as specific excess insurance over this Policy and the **Aggregate Limit of Liability**.

Interpretation

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this Policy.

Rights of Third Parties

Unless otherwise mandated by law, this Policy does not confer a directly enforceable benefit or right to enforce any term of this contract upon any **Third Party**.

Assignment

The **Insured** will not be entitled to assign this Policy nor any interest or right under the Policy without the **Insurer's** written consent.

Sanctions/Embargoes

The **Insurer** will not be deemed to provide cover and the **Insurer** will not be liable to pay any **Loss** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States.

Territory

Coverage under this **Policy** applies anywhere in the world unless such coverage is not legally permitted.

This endorsement is attached to and forms a part of Policy No. TCL1768075 00 effective 7/13/2026 .

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

NEW YORK AMENDATORY ENDORSEMENT

In consideration of the premium paid for this Policy, it is hereby understood and agreed that:

1. The Policy's opening notice language is deleted and replaced with the following:

   COVERAGE FOR THE INSURED'S DIRECT LOSS APPLIES SOLELY TO INCIDENTS OR EVENTS FIRST DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

   COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED DOES NOT PROVIDE COVERAGE FOR CLAIMS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE AND APPLIES SOLELY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF ANY. DEFENSE COSTS ARE PART OF AND NOT IN ADDITION TO THE COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED LIMIT OF LIABILITY. THE COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED LIMIT OF LIABILITY AVAILABLE TO PAY LOSS AND THE RETENTION SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY LOSS AFTER THE COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED LIMIT OF LIABILITY HAS BEEN EXHAUSTED.

   IF COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED IS TERMINATED, THE INSURED SHALL HAVE THE RIGHT TO A 60 DAY (OR 90 DAY IF A PUBLIC ENTITY) AUTOMATIC EXTENSION PERIOD. THE INSURED SHALL ALSO HAVE THE RIGHT TO PURCHASE AN OPTIONAL EXTENDED REPORTING PERIOD FOR UP TO THREE YEARS. WHEN THE AUTOMATIC OR OPTIONAL (IF PURCHASED) EXTENDED REPORTING PERIOD ENDS, THERE EXISTS THE POTENTIAL FOR GAPS IN COVERAGE.

   WITHIN 30 DAYS AFTER "TERMINATION OF COVERAGE", THE INSURER WILL ADVISE THE INSURED IN WRITING OF THE AUTOMATIC EXTENSION PERIOD COVERAGE AND THE AVAILABILITY OF, THE PREMIUM FOR, AND THE IMPORTANCE OF PURCHASING THE EXTENDED REPORTING PERIOD COVERAGE.

   RATES FOR CLAIMS MADE POLICIES ARE NORMALLY LOWER IN EARLY YEARS OF A CLAIMS MADE RELATIONSHIP, AS COMPARED TO OCCURRENCE POLICIES, AND INCREASE WITH EACH RENEWAL UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY. THE RATES FOR ANY REPORTING EXTENSION PERIOD WILL BE BASED ON RATES IN EFFECT ON THE DATE THE POLICY WAS ISSUED OR LAST RENEWED.

2. The sentence immediately following paragraph (C) in the definition of **Damages** is deleted and replaced with the following:

   In applying the foregoing, punitive and exemplary damages are not insurable in New York.

Class Code:
2-50002

3. **Extended Discovery Period** under the **DEFINITIONS** section is deleted and replaced by the following:

   Extended Reporting Period means the period of time stated in Item 4. of the Declarations and commencing immediately upon the expiration of the **Policy Period**.

4. The following is added to **DEFINITIONS** and supersedes anything to the contrary:

   Termination of Coverage means:

   (A) cancellation or nonrenewal of a Policy;

   (B) decrease in limits, reduction of coverage, increased deductible or self. insured retention, new exclusion, or any other change in coverage less favorable to the insured.

5. **Dishonest or Improper Conduct** under **EXCLUSIONS** is deleted and replaced by:

   Dishonest or Improper Conduct

   any deliberately criminal, fraudulent, dishonest, or malicious act or omission by any member of **Management**. For the purposes of this exclusion, no conduct, act or omission of one **Insured** will be imputed to any other natural person **Insured** and only the knowledge possessed by, and any conduct, act or omission of, any past or present member of **Management** will be imputed to the **Company**.

6. **Pollution** under **EXCLUSIONS** is deleted and replaced by:

   Pollution

   or in any way involving any discharge, dispersal, seepage, migration, release or escape of any:

   pollutants; or any governmental, judicial or regulatory directive or request that the insured or anyone acting under the direction or control of the insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including acids, alkalis, chemicals, smoke, vapor, soot, fumes or waste. Waste includes materials to be recycled, reconditioned or reclaimed;

7. **War, Looting and Governmental Acts** under **EXCLUSIONS** is deleted and replaced by:

   War, Looting and Governmental Acts

   any war, invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law, looting.

8. Paragraph (A) of **Notification** under **DUTIES OF THE INSURED AND OTHER CONDITIONS** is deleted and replaced by:

   (A) Upon **Discovery** of an incident giving rise to Coverage For The Insured's Direct Loss, the **Insured** will give written notice thereof to the **Insurer** as soon as reasonably practicable.

9. Paragraph (C) of **Notification** under **DUTIES OF THE INSURED AND OTHER CONDITIONS** is deleted and replaced by:

   (C) If the **Insured** becomes aware of any circumstance that is reasonably likely to give rise to a **Claim**, the **Insured** may give written notice thereof to the **Insurer** during the **Policy Period**, any subsequent renewal, or any applicable **Extended Reporting Period**.

The notification of the circumstances must be made in writing during the **Policy Period**, any subsequent renewal, or any applicable **Extended Reporting Period** and must include:

(1) the reasons for expecting such circumstances to give rise to a **Claim**, including full particulars as to the nature and date of the actual or alleged **Cyber Event** or **Media Wrongful Act**;

(2) the date and manner by which the **Insured** first became aware of such circumstances; and

(3) the identity of any potential **Insureds** and claimants.

All notifications and all communications under this Policy must be in writing to the address listed in Item 6. of the Declarations.

If during the **Policy Period**, any subsequent renewal, or any applicable **Extended Reporting Period** the **Insured** provides notice of a circumstance in accordance with the requirements of (C) above, then any future **Claim** arising out of such notified circumstance will be deemed made at the time the **Insurer** first received notice of the circumstance.

10. **Defense** under **DUTIES OF THE INSURED AND OTHER CONDITIONS** is deleted and replaced by:

Defense

The **Insurer** has the right and duty to defend any **Claim** made against any **Insured** even if any of the allegations of the **Claim** are groundless, false or fraudulent.

The **Insured** shall have the option to:

(A) select the defense attorney or to consent to the **Insurer's** choice of defense attorney, which consent shall not be unreasonably withheld;

(B) participate and assist in the direction of the defense of any **Claim** or suit; and

(C) consent to a settlement, which consent shall not be unreasonably withheld.

The **Insurer** will pay actual loss of salary and reasonable expenses resulting from the attendance by an **Insured** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of $500 per day and $5,000 in the aggregate, which amounts will be part of and not in addition to the COVERAGE FOR THE INSURED'S DIRECT LOSS limit of liability.

11. Paragraph (B) of **Consent** under **DUTIES OF THE INSURED AND OTHER CONDITIONS** is deleted and replaced by:

(B) incurring any **Ransom Payment**, **Cyber Event Costs**, or **Data and System Recovery Costs** unless it is not reasonably possible to obtain the prior consent of the **Insurer**, in which case the **Insured** may incur reasonable and necessary **Ransom Payment**, **Cyber Event Costs**, or **Data and System Recovery Costs**.

12. The following sentence is deleted without replacement from **Subrogation and Recoveries** under **DUTIES OF THE INSURED AND OTHER CONDITIONS**:

Recovery by the **Insurer** from reinsurance will not be deemed a recovery hereunder.

13. **Extended Discovery Period** under **GENERAL PROVISIONS** is deleted in its entirety and replaced with the following:

Extended Reporting Period

(A) **Automatic Extension Period**

Upon **Termination of Coverage**, the **Company** shall have the right, at no additional charge, to a 60-day, or 90-day in the case of a public entity, Automatic Extension Period for **Claims** first made against any **Insured** during the Automatic Extension Period and arising out of any **Cyber Event** or **Media Wrongful Act** occurring on or after the retroactive date and before the end of the **Policy Period**. This period starts with the **Termination of Coverage** and lasts for sixty (60) days, or ninety (90) days, in the case of a public entity. The Automatic Extension Period does not reinstate or increase the COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability. The Automatic Extension Period applies only to COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED.

(B) **Extended Reporting Period**

(1) Upon **Termination of Coverage** for any reason except for the non-payment of premium or fraud, the **Company** shall have the right, upon payment in full of the percentage of the premium set for in the Declarations, to have issued an endorsement providing an **Extended Reporting Period** for the period of time set forth in the Declarations for **Claims** first made against any insured during the **Extended Reporting Period** and arising out of any **Cyber Event** or **Media Wrongful Act** occurring on or after the retroactive date and before the end of the **Policy Period**. The **Extended Reporting Period** applies only to COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED.

(2) The **Company** shall have the option, upon payment of the required additional premium, plus any premium for the **Policy Period** which is owed and not yet paid, or less any return premium owed because of **Termination of Coverage**, to purchase an **Extended Reporting Period** following the effective date of **Termination of Coverage** in which to provide notice of a **Claim** for any **Cyber Event** or **Media Wrongful Act** occurring on or after the retroactive date, if any, and prior to the effective date of termination, and is otherwise covered by this Policy. Except where otherwise specified, this provision applies when coverage is terminated either by the **Insurer** or by the **Company**.

(3) The right to an **Extended Reporting Period** shall terminate unless the **Insurer** receives written notice of such election together with payment of the required additional premium due, plus any premium for the **Policy Period** which is owed and not yet paid, or less any return premium owed because of termination of this Policy, not later than:

(a) sixty (60) days after the effective date of **Termination of Coverage**; or

(b) thirty (30) days after the **Insurer** has mailed or delivered to the **Company** a written advice of the amount of the required additional premium, if the **Insurer** is obligated to give such written advice;

whichever is later.

(4) The additional premium for the **Extended Reporting Period** shall be based on the rates in effect on the date the Policy was issued or last renewed. The additional premium shall be equal to 90% of the annual premium for an extension period of twelve (12) months, 150% of the annual premium for an extension period of twenty-four (24) months and 200% for an extension period of thirty-six (36) months.

If coverage afforded by this claims-made relationship has been continuous and uninterrupted for three (3) years or more, the COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability for the **Extended Reporting Period** shall be equal to 100% of the Policy's annual COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability as stated in the Declarations. If coverage afforded by this claims-made relationship has been continuous and uninterrupted for less than three (3) years, the COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability for the **Extended Reporting Period** shall be the greater of:

(a) The amount of coverage remaining in the terminated Policy's annual COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability; or

(b) Fifty percent (50%) of the Policy's annual COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability. In no event shall the limit of liability afforded by any or all Extension Reporting Periods exceed the annual COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability afforded by the Policy to which this Extension Reporting Period applies.

(5) The **Extended Reporting Period** shall commence at the end of the Basic Reporting Extension Period.

(6) If **Termination of Coverage** is due only to a decrease in the Policy's annual third party aggregate limit of liability, then the third party aggregate limit of liability for the **Extended Reporting Period** shall not exceed the amount of such decrease in the COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED limit of liability.

(7) Not later than thirty (30) days after the effective date of **Termination of Coverage**, the **Insure** shall mail or deliver to the **Company** a written advice of the Automatic Extension Period coverage and the availability thereof, and the amount of the required additional premium for and the importance of purchasing the **Extended Reporting Period**. However, if this Policy is terminated by us due to non-payment of premium or fraud on the **Insured's** part, the **Insurer** shall not be required to provide such a premium quotation unless the **Insured** requests it.

(a) If the **Insurer** terminates coverage because of non-payment of premium or fraud, and at the effective date of such **Termination of Coverage** the **Insurer** has provided this insurance to the **Insured** on a claims-made basis without interruption for less than one (1) year, there shall be no right to elect or purchase an **Extended Reporting Period**.

(b) Any person employed or otherwise affiliated with the **Company**, and named as an **Insured** under this Policy during such affiliation, shall continue to be covered under this Policy and any **Extended Reporting Period** after such affiliation has ceased for such person's act or omission during such affiliation.

(c) If this Policy is issued to a corporation, partnership or other entity, any person covered as an **Insured** under this Policy shall have the right to purchase the **Extended Reporting Period** upon **Termination of Coverage**, if:

(i) such entity has been placed in liquidation or bankruptcy or permanently ceases operations;

(ii) the entity or its designated trustee does not purchase the **Extended Reporting Period**; and

(iii) within one hundred twenty (120) days of the **Termination of Coverage** the **Insurer** has received from such **Insured** a written request for **Extended Reporting Period** coverage.

(d) If the **Insured** has not paid the required additional premium for the **Extended Reporting Period**, which said premium shall be commensurate with such coverage, when due, then such **Extended Reporting Period** shall be void.

(e) The **Extended Reporting Period** shall not be cancelable except for non-payment of premium, and the required additional premium for the **Extended Reporting Period** shall be fully earned by the **Insurer** at the inception of the **Extended Reporting Period**.

14. Paragraph (B) of **Premium Payment and Termination** under **GENERAL PROVISIONS** is deleted in its entirety and replaced with the following:

(B) The **Insurer** may cancel this Policy by providing 15 days written notice to the **Policyholder**, with a copy to the agent or broker of record, if any, and only for any of the following reasons:

(1) nonpayment of premium, with the notice of cancellation stating the amount due;

(2) conviction of a crime arising out of acts increasing the hazard insured against;

(3) discovery of fraud or material misrepresentation by the **Insured** in obtaining this Policy or in presenting any claim thereunder;

(4) after issuance of this Policy or its last renewal date, discovery of an act or omission, or a violation of any condition of this Policy, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **Policy Period**;

(5) material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of this Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this Policy was issued or last renewed;

(6) a determination by the Superintendent of Insurance that continuation of the present premium volume or the **Insurer** would jeopardize the **Insurer's** solvency or be hazardous to the interests of policyholders of the **Insurer**, its creditors or the public;

(7) a determination by the Superintendent of Insurance that the continuation of this Policy would violate, or would place the **Insurer** in violation of, any provision of the New York Insurance Laws;

(8) revocation or suspension of an **Insured's** license to practice his, her or its profession; or

(9) any other reason permitted under applicable New York or federal law.

A notice of cancellation by the **Insurer** shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Insurer** shall be equivalent to mailing.

15. **Other Insurance / Indemnification** under **GENERAL PROVISIONS** is deleted in its entirety and replaced with the following:

Other Insurance / Indemnification

Coverage under this Policy is provided only as excess over any other valid and collectible insurance, including any self-insured retention or deductible thereof unless such other insurance is written only as specific excess insurance over this Policy and the **Aggregate Limit of Liability**.

16. **GENERAL PROVISIONS** is amended by the addition of the following provisions:

Nonrenewal

The **Insurer** may either (i) not renew this Policy, or (ii) condition its renewal on a change of limits or type of coverage, a reduction of coverage, an increased deductible or retention or addition of an exclusion, or increased premiums in excess of 10% (excluding a premium increase due to increased exposure units, experience rating, loss rating, retrospective rating or audit), ("conditional renewal"), by mailing or delivering written notice of such action to the **Policyholder** at least 30 but not more than 120 days before the expiration date of this Policy, with a copy to the agent or broker of record, if any. If the **Insurer** provides such notice late, but before the expiration date of this Policy, the **Policyholder** has the right to maintain the expiring Policy's coverage in effect for 60 days after notice is mailed or delivered, except if notice of conditional renewal is given at least 30 days before the expiration date of this Policy then the terms of the notice shall go into effect as of the renewal date.

Notice of nonrenewal or conditional renewal shall state the specific reason(s) for nonrenewal or conditional renewal and in the case of conditional renewal, state the amount of any premium increase (or, where such amount cannot reasonably be determined as of the time of the notice, a reasonable estimate of such increase, which shall not exceed 5% of the actual amount), and the nature of any other proposed changes. A copy of such notice shall be provided to the **Policyholder's** agent or broker of record, if any.

As an alternative to the notice described in the preceding paragraph, the **Insurer** may notify the **Policyholder** that this Policy will not be renewed or will be renewed conditionally and that a second notice will be provided specifying the **Insurers'** intention, provided that this Policy will remain in effect until the later of 60 days after the date of such second notice or the Policy expiration date.

Any notice of nonrenewal or conditional renewal described in this section will advise the **Policyholder** and its agent or broker of the availability of loss information which shall be provided within 20 days of receipt of a request for such information.

Any extension of the **Policy Period** as a result of this section shall not create a new annual **Aggregate Limit of Liability**, except that the annual **Aggregate Limit of Liability** of this Policy shall be increased in proportion to the length of such extension; provided that if the **Policyholder** accepts a conditional renewal of this Policy, a new annual **Aggregate Limit of Liability** shall be effective as of the inception date of the renewal.

No notice of nonrenewal or conditional renewal is required where the **Policyholder**, an agent or broker authorized by the **Policyholder**, or another Insurer of the **Policyholder** mails or delivers written notice that this Policy is being replaced or no longer is desired.

Transfer of Duties When the Limit of Liability is Exhausted

(A) If the **Insurer** concludes that, based on **Claims** which have been reported to the **Insurer** and to which this Policy may apply, that the limit of liability is likely to be exhausted by payment of **Damages** or **Losses**, the **Insurer** will notify the **Policyholder** to that effect.

(B) When the limit of liability has actually been exhausted in the payment of **Damages** or **Losses**:

(1) the **Insurer** will notify the **Company** in writing as soon as practical that:

(a) such limit has actually been exhausted; and

(b) the **Insurer's** obligation to defend or pay **Defense Costs** has ended.

(2) the **Insurer** will initiate and cooperate in the transfer of control to any appropriate **Insured** of all **Claims** seeking **Damages** or **Losses** which are subject to the limit of liability and were reported to the **Insurer** before that limit was exhausted. The **Insured** must cooperate in the transfer of control of said **Claims**. The **Company** and any other **Insured** involved in a **Claim** seeking **Damages** or **Losses** must arrange for the defense of such **Claim** within such time period as agreed between the appropriate **Insured** and the **Insurer**. Absent any such agreement, arrangements for defense must be made as soon as practicable. The **Insurer** will take such steps as deemed appropriate to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the **Insured** is cooperating in completing such transfer.

(3) the **Company** will reimburse the **Insurer** for **Defense Costs** it incurs in taking these steps. The **Insurer** will take no action whatsoever with respect to any **Claim** or suit seeking **Damages** or **Losses** that would have been subject to that limit, had it not been exhausted, if the **Claim** is reported to the **Insurer** after the limit of liability has been exhausted.

(4) the exhaustion of the limit of liability and the resulting end of the **Insurer's** obligation to defend or pay **Defense Costs** will not be affected by any failure of by the **Insurer** to comply with this provision.

17. Any provision of this Policy that requires or permits notice by the **Insured** to the **Insurer** may be satisfied by the **Insured** providing written notice to a licensed agent of the **Insurer** in the state of New York, with particulars sufficient to identify the **Insured**, and such notice shall be deemed notice to the **Insurer**.

Upon written request by the **Policyholder** or the **Policyholder's** authorized agent or broker, the **Insurer** shall mail or deliver the following loss information for the time this Policy is in effect, within 10 days of such request: (i) information on closed **Claims**, including the date and nature of the **Claim**, and any payments; (ii) information on open **Claims**, including the date and nature of the **Claim**, and amounts of any payments; and (iii) information on notice of any circumstances that may give rise to a **Claim**.

18. Any reference to **Extended Discovery Period** is replaced by **Extended Reporting Period**.

Nothing herein contained will be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of this Policy other than as stated above.

This endorsement is attached to and forms a part of Policy No. TCL1768075 00 effective 7/13/2026 .

ADDITIONAL INSURED

The endorsement modifies insurance provided under the AmTrustCyber Policy:

In consideration of the premium paid for this Policy, it is hereby understood and agreed that:

1. The definition of **Insured Person** is amended to include an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Company**.

2. **DEFINITIONS** is amended to include:

   Additional Insured means any person or entity that the **Company** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the**Company** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Company**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

This endorsement is attached to and forms a part of Policy No. TCL1768075 00 effective 7/13/2026

AMEND DEFINITION OF FRAUDULENT INSTRUCTION

In consideration of the premium paid for this Policy, it is hereby understood and agreed that subparagraph (A) of the definition of **Fraudulent Instruction** is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.