



Policy Number:

**THIS IS A CLAIMS MADE AND REPORTED POLICY  
WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY  
PLEASE READ THE ENTIRE POLICY CAREFULLY**

## **SIDE-A DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY**

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application**, and subject to all terms, conditions and limitations of this Policy, the **Insured Person** and **Insurer** agree:

### **SECTION I. INSURING AGREEMENT**

The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** first made against the **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VI, except to the extent that such **Loss** is paid as indemnification or advancement by the **Company** or from any source or by any **Insurance Program**. In the event that **Loss** is not paid by such indemnification or advancement or other **Insurance Program**, this Policy will respond on behalf of the **Insured Person** as if it were primary, subject to all of its terms, conditions and limitations (including, but not limited to, Section IV D), and without prejudice to the agreed excess position of the **Insurer**.

### **SECTION II. DEFINITIONS**

- A. **"Application"** shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments to such applications and other materials submitted therewith or incorporated therein.
- B. **"Claim"** shall mean: a civil, criminal, governmental, regulatory, administrative or arbitration proceeding made against any **Insured Person** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt of filing of notice of charges or similar document; or other written demand for monetary or non-monetary relief made against any **Insured Person**. However, in no event shall the term **"Claim"** include any labor or grievance proceeding which is subject to a collective bargaining agreement.
- C. **"Company"** shall mean the **Corporation** and any **Subsidiary**;
- D. **"Corporation"** shall mean the entity named in Item 1 of the Declarations.
- E. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim** including the costs of an appeal bond, attachment bond or similar bond (but without obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured Person**.
- F. **"Directors"** and **"Officers"** shall mean all persons who were, now are, or shall be directors and/or officers (or foreign equivalent) of the **Company**.

- G.** “**Domestic Partners**” shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.
- H.** “**Employment Practices Claim**” shall mean any **Claim** brought by or on behalf of any past, present or future employee of the **Company** or **Outside Entity**, or any applicant for employment with the **Company** or **Outside Entity** alleging an **Employment Practices Wrongful Act**.
- I.** “**Employment Practices Wrongful Act**” shall mean:
- (1) adverse or unfair reprimand of an **Employee**;
  - (2) denial of interview or position;
  - (3) denial of training to an **Employee**;
  - (4) derogatory or disparaging remarks to an **Employee**;
  - (5) discrimination;
  - (6) employment-related misrepresentations
  - (7) employment-related libel, slander, defamation, or invasion of privacy;
  - (8) failure to grant tenure;
  - (9) failure to provide an adequate workplace, or employment policy or procedure for **Employees**;
  - (10) imposing mandatory arbitration of an **Employment Practices Claim** by an employer;
  - (11) improper denial of time off or vacation time to an **Employee**;
  - (12) improper disciplinary action of an **Employee**;
  - (13) improper performance review of an **Employee**;
  - (14) improper transfer, change of position or change of work hours or shift of an **Employee**;
  - (15) improper treatment of an **Employee** for their actions as a whistleblower;
  - (16) negligent evaluation of an **Employee**;
  - (17) negligent release of medical information of an **Employee**;
  - (18) **Retaliation** against an **Employee**;
  - (19) sexual or workplace harassment of any kind;
  - (20) violation of the Equal Pay Act;
  - (21) wrongful deprivation of career opportunity of an **Employee**, including defamatory statements made in connection with an **Employee** reference;
  - (22) wrongful dismissal, discharge or termination of employment, whether actual or constructive, of an **Employee**;

- (23) wrongful failure to promote, transfer or employ; and
- (24) violation of the civil rights of an **Employee** relating to any of the above.

- J. **"Insurance Program"** shall mean any existing insurance, other than this Policy, under which coverage may be owed to an **Insured Person**, including, without limitation, any existing Directors and Officers Liability insurance, Management Liability insurance or similar insurance.
- K. **"Insured Person"** shall mean. any past, present, or future **Director** or **Officer**, general counsel, or member of the Board of Managers of the **Company** and any person serving in a functionally equivalent role for the **Company**;
- L. **"Insurer"** shall mean the company stated in Item 8 of the Declarations.
- M. **"Loss"** shall mean compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements (including pre- and post- judgment interest) and **Costs of Defense**, provided, however, **Loss** shall not include criminal or civil fines or penalties, taxes, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.  
  
**Loss** shall not include any portion of damages, judgments or settlements arising out of any **Claim** alleging that the **Company** paid an inadequate price or consideration for the purchase of securities.
- N. **"Outside Entity"** shall mean:
  - (1) any not-for-profit entity;
  - (2) any private organization whose securities are not publicly traded; and
  - (3) any public company, but only upon the condition that the **Corporation** shall have provided the **Insurer** with full particulars of the public company and agreed to any amendment of the provisions of this Policy required by the **Insurer** and paid when due any additional premium.
- O. **"Policy Period"** shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.
- P. **"Pollutants"** shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- Q. **"Pollution"** shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any direction or request that the **Insured Person** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- R. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are the same, related or continuous, or **Wrongful Acts** which arise from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts**

regardless of whether such **Claims** involve the same or different claimants, **Insured Persons** or legal causes of action.

S. “**Securities Claim**” shall mean any **Claim** (including a civil lawsuit or criminal proceeding or administrative or regulatory proceeding brought by the Securities and Exchange Commission, or by any similar state or foreign governmental or securities regulatory entity) made against an **Insured Person** alleging a violation of any law, regulation or rule, whether statutory or common law, which is:

- (1) brought by any person or entity alleging, arising out of, based upon or attributable to the: (a) purchase or sale of, or (b) offer or solicitation of an offer to purchase or sell, any securities issued by the **Company**, or
- (2) brought by a security holder of the **Company**, arising solely with respect to such security holder’s interest in such securities of the **Company**, whether directly, by class action, or derivatively on behalf of the **Company**.

The **Insurer** shall not assert that a **Loss** incurred in a **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, constitutes uninsurable loss and, subject to all other terms and conditions of the Policy, shall treat that portion of all such settlements, judgments and **Costs of Defense** as constituting **Loss** under the Policy.

T. “**Subsidiary**” shall mean any entity in which the **Company** owns, directly or indirectly, more than fifty percent (50%) of the voting stock. This Policy will only apply to the **Wrongful Act** or **Related Wrongful Acts** of an **Insured Person** of a **Subsidiary**, or of any entity that merges with the **Company**, that first occur subsequent to the date such entity becomes a **Subsidiary** or is merged with the **Company** and prior to the date the **Corporation** ceased to own, directly or indirectly, more than fifty percent (50%) of the voting stock of such **Subsidiary**.

U. “**Wrongful Act**” shall mean:

- (1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Company**;
- (2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Company**;
- (3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Company**.

### SECTION III. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured Person**:

A. alleging, arising out of, based upon or attributable to:

- (1) an **Insured Person** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred; or
- (2) the deliberate fraudulent or criminal acts of an **Insured Person**; provided, however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred;

Provided, however,

- (a) Exclusions A(1) and (2) shall not apply to **Costs of Defense**;
- (b) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.

**B.** alleging, arising out of, based upon or attributable to, any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;

**C.** for any actual or alleged;

- (1) bodily injury, sickness, disease, or death of any person;
- (2) damage to or destruction of any tangible property, including the loss of use thereof; or
- (3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

Provided, however,

- (a) Exclusions C(1) and (2) shall not apply to any **Claim** for any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934 or any state securities statute or to any **Claim** in the form of a derivative action provided such derivative action is brought and maintained independently of the **Company**, any **Insured Person** or any **Outside Entity**.
- (b) Exclusion C(3) shall not apply to an **Employment Practices Claim**.

**D.** which is brought by or on behalf of the **Company** or by any **Insured Person**; or which is brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder's or member's **Claim** is instigated and continued totally independent of, and totally without solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Director** or **Officer** of the **Company** or which is brought by or on behalf of an **Outside Entity**, or by any director, officer, trustee, or governor thereof, for any **Wrongful Act** of an **Insured Person** serving as a director, officer, trustee or governor of such **Outside Entity**;

Provided, however, this exclusion shall not apply to:

- (1) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this Policy;
- (2) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Company**;
- (3) any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Company**, in any bankruptcy proceeding by or against the **Company**;
- (4) any **Claim** brought by any past **Director** or **Officer** of the **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of

or consultant for the **Company** for at least four (4) years prior to such **Claim** being first made against any person;

(5) any **Claim** brought by a **Director** or **Officer** (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or

(6) any **Claim** brought against an **Insured Person** engaging in any protected activity specified in 18 U.S.C. 1514A(a) ("whistleblower" protection pursuant to the Sarbanes-Oxley Act of 2002) or any protected activity specified in any other "whistleblower" protection pursuant to any similar state, local or foreign securities laws.

E. alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution**. This exclusion shall not apply to a derivative action commenced by a security holder of the **Company** or its creditors.

**The Wrongful Act of an Insured Person shall not be imputed to any other Insured Person for purposes of any of the above stated exclusions.**

#### SECTION IV. LIMIT OF LIABILITY

A. The **Insurer** shall be liable to pay **Loss** up to the Limit of Liability stated in Item 3 of the Declarations that is in excess of such indemnification or advancement by the **Company** or from any other source and excess any other **Insurance Program**.

B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Costs of Defense** shall serve to reduce the Limit of Liability.

C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VI of the Policy shall be the amount shown in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.

D. Other Insurance and Indemnification

(1) The **Insured Person** and the **Company** understand and agree that all coverage under this Policy shall be specifically excess over, and shall not contribute with:

(a) any **Insurance Program** maintained by the **Company** or any **Outside Entity**, whether such other insurance is stated to be primary, contributing, excess or otherwise, and

(b) all indemnification and advancement to which an **Insured Person** may be entitled from any source, including but not limited to the **Company** or any **Outside Entity**.

However, if **Loss** is not paid by such **Insurance Program** or as indemnification or advancement, this Policy will respond on behalf of the **Insured Person** as if it were primary, subject to all of its terms, conditions and limitations and without prejudice to the agreed excess position of the **Insurer**.

(2) This Policy shall not be subject to the terms or conditions of any other insurance. The **Insurer** does not waive, compromise or release any of its rights to recover **Loss** paid under this Policy from the issuers of any other insurance under which coverage may be owed, or from any person or entity

from which an **Insured Person** is entitled to indemnification or advancement, including the **Company** and any **Outside Entity**.

#### SECTION V. COSTS OF DEFENSE AND SETTLEMENT

- A. The **Insured Person** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insured Person** shall provide the **Insurer** with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the consent of the **Insurer** shall not be covered hereunder.
- B. The **Insured Person**, and not the **Insurer**, has the duty to defend all **Claims**, provided that the **Insured Person** shall only retain counsel as is mutually agreed upon with the **Insurer**.
- C. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured Person** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured Person** shall cooperate with the **Insurer** and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.
- D. The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that if it is finally established that the **Insurer** has no liability under the Policy for such **Claim**, the **Insured Person** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

#### SECTION VI. NOTICE OF CLAIM

- A. The **Insured Person** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured Person** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Act**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
- B. If during the **Policy Period** or during the Discovery Period (if applicable) an **Insured Person** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured Person** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured Person** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Act**, shall be considered made at the time such notice of such circumstances was given. Notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable.
- C. In addition to furnishing the notice as provided in Section VI, the **Insured Person** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.
- D. Notice to the **Insurer** as provided in Section VI shall be given to the **Insurer** identified in and to the address stated in Item 8 of the Declarations.

**SECTION VII. DISCOVERY PERIOD**

- A.** In the event the **Insurer** or the **Corporation** refuses to renew this Policy, the **Corporation** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured Person** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this **Policy** as the Discovery Period.
- B.** As a condition precedent to the right to purchase the Discovery Period, the total premium for this **Policy** must have been paid, and a written request together with payment of the appropriate premium for the Discovery Period must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- C.** The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the Policy Period.

**SECTION VIII. GENERAL CONDITIONS**

**A.** Cancellation or Non-Renewal

- (1)** This Policy may be cancelled by the **Corporation** at any time by written notice to the **Insurer**. Upon cancellation, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section XIII.D. wherein the entire premium for this Policy shall be deemed earned.
- (2)** This Policy may only be cancelled by the **Insurer** if the **Corporation** does not pay the premium when due. The **Insurer** shall mail or deliver notice of cancellation to the **Corporation** at least ten (10) days before the effective date of cancellation.
- (3)** If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the Corporation with no less than sixty (60) days advance notice thereof.

**B.** Application

It is agreed by the **Company** and the **Insured Persons** that the **Application**, and any information provided therewith, shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto. It is further agreed by the **Company** and the **Insured Persons** that the statements in the **Application** and any information provided therewith are material and that this Policy is issued in reliance upon the truth of such representations. The **Application** shall be construed as a separate **Application** for coverage for each **Insured Person**. Each **Insured Person** represents that, to the best of their knowledge, the statements and particulars contained in the **Application** are true, accurate and complete. Each **Insured Person** agrees that this Policy is issued in reliance on the truth of the representation and that such particulars and statements in the **Application** are the basis of this Policy. It is understood and agreed that if any misrepresentation or misstatements are made in the **Application**, any **Claim** arising therefrom is excluded from this insurance. The knowledge or information possessed by any **Insured Person** will not be imputed to any other **Insured Person** as respects this provision.

However, it is understood and agreed that this Policy will not be rescinded by the **Insurer** with respect to any **Insured Person** for any reason.

**C.** Action Against the Insurer

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured Person** to pay shall have been finally determined by an adjudication against the **Insured Person** or by written agreement of the **Insured Person**, claimant and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insured Person** nor shall the **Insurer** be impleaded by any **Insured Person** or their legal representative in any such **Claim**.

**D.** Conversion to Run-Off Coverage

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting stock of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity, then:

- (1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and
- (2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

**E.** Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Directors** and **Officers** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

(3) Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

**F.** Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insured Person** and the **Insured Person** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Person**.

**G.** Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured Person** shall participate in a non-binding mediation in which the **Insurer** and the **Insured Person** shall attempt in good faith to resolve such dispute. Either the **Insured Person** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the

mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or any arbitration, shall be split equally by the parties.

**H.** Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

**I.** Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

**J.** Entire Agreement

By acceptance of this Policy, the **Insured Persons** and the **Insurer** agree that this Policy (including the Declarations, **Application** submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

**K.** Corporation Represents Insured Persons

By acceptance of this Policy, the **Corporation** shall be designated to act on behalf of all **Insured Persons** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

**L.** Representative of the Insurer

Ironshore Insurance Services, LLC, One State Street Plaza, 8th Floor, New York, NY 10004 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claim** shall be given pursuant to Section VI of the Policy.

**M.** Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the Insurer, at the request of the **Insured Person**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, One State Street Plaza, 8th Floor, New York, NY 10004. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured Person** or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, One State Street Plaza, 8th Floor, New York, NY 10004 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

**N.** Bankruptcy

Bankruptcy or insolvency of the **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

**O.** Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

Secretary

President

SPECIMEN