CYBER LIABILITY & BREACH RESPONSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE COVERAGE PLAN. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following: 2026 PLF Claims Made Excess Plan.

THIS ENDORSEMENT'S LIABILITY COVERAGE AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE COVERED PARTY DURING THE ENDORSEMENT PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS ENDORSEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THIS ENDORSEMENT CAREFULLY.

This Breach Response Endorsement is added to the PLF Claims Made Excess Plan and the terms and conditions of this Endorsement govern the scope of coverage under this Endorsment and your and our duties. This Endorsement amends the Plan to provide breach response coverage. Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions and limits of liability set forth in this Endorsement apply only to the coverage provided by this Endorsement.

The words **we**, **us** and **our** refer to the organization providing this coverage. The term **Plan** refers to the PLF Claims Made Excess Plan to which this Endorsement is attached. Words and phrases that appear in **bold** have special meaning. Refer to **DEFINITIONS**. To the extent any words or phrases used in this Endorsement are defined elsewhere in the Plan, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this Endorsement unless so stated.

The terms and conditions of the Cancellation provision of the Plan, and any amendment to such terms, are incorporated herein and shall apply to coverage as is afforded by this Endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

We agree with **the Firm** in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement and subject to all the provisions, terms and conditions of this Endorsement:

SECTION I – COVERAGE AGREEMENTS

Breach Response

To provide **Breach Response Services** to the Covered Party because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the Covered Party first discovers during the **Endorsement Period**.

First Party Loss

To indemnify the **Covered Party** for:

Business Interruption Loss

Business Interruption Loss that the **Covered Party** sustains as a result of a **Security Breach** that the **Covered Party** first discovers during the **Endorsement Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Covered Party** incurs as a result of an **Extortion Threat** first made against the **Covered Party** during the **Endorsement Period**.

Data Recovery Costs

Data Recovery Costs that the **Covered Party** incurs as a direct result of a **Security Breach** that the **Covered Party** first discovers during the **Endorsement Period**.

Reputational Loss

Reputational Loss that the **Covered Party** incurs during the **Notification Period** as a result of (i) an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Covered Party** first discovers during the **Endorsement Period** and (ii) for which individuals have been notified pursuant to part 4. of the **Breach Response Services** definition.

Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Covered Party** is legally obligated to pay because of any **Claim** first made against any **Covered Party** during the **Endorsement Period** for:

1. a **Data Breach**;

2. a **Security Breach**;

3. the **Covered Party's** failure to timely disclose a **Data Breach** or **Security Breach**;

4. failure by the **Covered Party** to comply with that part of a **Privacy Policy** that specifically:

   (a) prohibits or restricts the **Covered Party's** disclosure, sharing or selling of **Personally Identifiable Information**;

   (b) requires the **Covered Party** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or

   (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

   provided the **Covered Party** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Covered Party** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Covered Party** during the **Endorsement Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Covered Party** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Covered Party** during the **Endorsement Period**.

Media Liability

To pay **Damages** and **Claims Expenses**, which the **Covered Party** is legally obligated to pay because of any **Claim** first made against any **Covered Party** during the **Endorsement Period** for **Media Liability**.

eCrime

To indemnify the **Covered Party** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;

2. **Funds Transfer Fraud**; or

3. **Telephone Fraud**;

that the **Covered Party** first discovers during the **Endorsement Period** or to indemnify the **Covered Party** for **Criminal Reward Funds**.

SECTION II – DEFINITIONS

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Covered Party** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;

2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Covered Party's Computer Systems**, to assist in containing it;

3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Covered Party's** PCI compliance, as required by a **Merchant Services Agreement**;

4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;

5. to provide a call center to respond to inquiries about a **Data Breach**;

6. to provide a credit monitoring, identity monitoring or other solution approved by us to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and

7. public relations and crisis management costs directly related to mitigating harm to the **Covered Party** which are approved in advance by us in our discretion.

Breach Response Services will be provided by providers chosen by us, from our panel, in consultation with the **Covered Party**, will be subject to the terms and conditions of this Endorsement, and will not include any internal salary or overhead expenses of the **Covered Party**.

Business Interruption Loss means:

1. **Income Loss**;

2. **Forensic Expenses**; and

3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Covered Party's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Covered Party** for money or services;

2. with respect to coverage provided under the Regulatory Defense & Penalties coverage agreement only, institution of a **Regulatory Proceeding** against any **Covered Party**; and

3. with respect to coverage provided under part 1. of the Data & Network Liability coverage agreement only, a demand received by any **Covered Party** to fulfill the **Covered Party's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Endorsement. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by us, or by the **Coverage Party** with our prior written consent.; and

2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against a **Covered Party**; provided we will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Covered Party** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Endorsement, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Covered Party**; or

2. with respect to coverage under the Breach Response and Liability coverage agreements, operated by a third party pursuant to written contract with the **Covered Party** and used for the purpose of providing hosted computer application services to the **Covered Party** or for processing, maintaining, hosting or storing the **Covered Party's** electronic data.

Control Group means any principal, partner, shareholder, general counsel (or most senior legal counsel) or risk manager of the **Covered Party** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Covered Party** with our prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Endorsement; but will not include any amount based upon information provided by the **Covered Party**, the **Covered Party's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Endorsement must expire no later than 6 months following the end of the **Endorsement Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Covered Party** with our prior written consent to prevent or terminate an **Extortion Threat**; and

2. reasonable and necessary expenses incurred by the **Covered Party** with our prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by a **Covered Party**, or the costs of complying with orders granting injunctive or equitable relief;

2. return or offset of fees, charges or commissions charged by or owed to a **Covered Party** for goods or services already provided or contracted to be provided;

3. taxes or loss of tax benefits;

4. fines, sanctions or penalties;

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;

6. discounts, coupons, prizes, awards or other incentives offered to the **Covered Party's** customers or clients;

7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Covered Party** would have been liable in the absence of such liquidated damages agreement;

8. fines, costs or other amounts a **Covered Party** is responsible to pay under a **Merchant Services Agreement**; or

9. any amounts for which the **Covered Party** is not liable, or for which there is no legal recourse against the **Covered Party**.

Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Covered Party** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Covered Party** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Covered Party** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Covered Party** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss** or (v) any of the **Covered Party's** internal salary or overhead expenses.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;

2. is both stored and transferred electronically; and

3. operates independently of a central bank or other central authority.

Endorsement Period means the coverage period listed in the Supplemental Declarations and the effective date of termination, expiration or cancellation of this Endorsement and specifically excludes any Optional Extension Period or any prior **Endorsement Period** or renewal period.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;

2. perpetrate the **Unauthorized Access or Use** of **Computer Systems**;

3. prevent access to **Computer Systems** or **Data**;

4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;

5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or

6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Covered Party**.

Extra Expense means reasonable and necessary expenses incurred by the **Covered Party** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Covered Party** would have incurred had no **Security Breach** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Covered Party** maintains a bank account.

The Firm means the the firm listed in the Supplemental Declarations

Forensic Expenses means reasonable and necessary expenses incurred by the **Covered Party** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by a **Covered Party** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead a **Covered Party** through the misrepresentation of a material fact which is relied upon in good faith by such **Covered Party**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by the **Covered Party** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;

2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;

3. any transfer involving a third party who is not a natural person **Covered Party**, but had authorized access to the **Covered Party's** authentication mechanism;

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

5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;

6. any liability to any third party, or any indirect or consequential loss of any kind;

7. any legal costs or legal expenses; or

8. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities**

from any account maintained by the **Covered Party** at such institution, without the **Covered Party's** knowledge or consent.

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

1. the type or kind covered by the **Covered Party's** financial institution bond or commercial crime policy;

2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Covered Party**;

3. any indirect or consequential loss of any kind;

4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;

5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;

6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;

7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;

8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or

9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Covered Party** would have earned or incurred; and

2. continuing normal operating expenses incurred by the **Covered Party** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Covered Party** pursuant to a written contract or agreement. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Covered Party has the same meaning as the definition set forth in Section II of the PLF Claims Made Excess Plan. This definition is incorporated by reference and has the same force and effect as if fully set forth in this Endrosement.

Loss means **Breach Response Services**, **Business Interruption Loss**, **Claims Expenses**, **Criminal Reward Funds**, **Cyber Extortion Loss**, **Damages**, **Data Recovery Costs**, **PCI Fines, Expenses and Costs**, **Penalties**, **Reputational Loss,** loss covered under the eCrime insuring agreement and any other amounts covered under this Endorsement.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Endorsement.

With respect to the Breach Response and First Party Loss coverage agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such coverage agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Covered Party** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;

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

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

4. plagiarism, piracy, or misappropriation of ideas under implied contract;

5. infringement of copyright;

6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;

7. improper deep-linking or framing;

8. false arrest, detention or imprisonment;

9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or

10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between a **Covered Party** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Covered Party** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Notification Period means the 30-day period that begins on the specific date on which **Notified Individuals** first receive notification of the incident for which **Notification Services** are provided.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Covered Party** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With our prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Covered Party** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and

2. amounts which a **Covered Party** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Covered Party's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and

2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Privacy Policy means the **Covered Party's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Reputational Income Loss means the net profit resulting directly from the **Covered Party's** business operations, before income taxes, that the **Covered Party** is prevented from earning as a direct result of damage to the **Covered Party's** reputation caused by an actual or reasonably suspected **Data Breach** or **Security Breach**. In determining **Reputational Income Loss**, due consideration shall be given to the prior experience of the **Covered Party's** business operations before the beginning of the **Notification Period** and to the reasonable and probable business operations the **Covered Party** could have performed had the actual or reasonably suspected **Data Breach** or **Security Breach** not occurred.

Reputational Income Loss does not include any internal salary, costs or overhead expenses of the **Covered Party**.

Reputational Loss means the **Reputational Income Loss** during the **Notification Period**; provided that **Reputational Loss** shall not mean and no coverage shall be available under this endorsement for any of the following: loss arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the **Covered Party** incurs to identify, investigate, respond to or remediate an actual or reasonably suspected **Data Breach** or **Security Breach**.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use** of **Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Covered Party**;

2. a denial of service attack affecting **Computer Systems**;

3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Covered Party**; or

4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Telephone Fraud means the act of a third party gaining access to and using the **Covered Party's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not covered under this Endorsement which is not available to the general public.

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

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Covered Party** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

Waiting Period means the period of time that begins upon the actual interruption of the **Covered Party's** business operations caused by a **Security Breach**, and ends after the elapse of twelve (12) hours.

SECTION III – EXCLUSIONS

The coverage under this Endorsement will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response coverage agreement; or

2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Covered Party**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Covered Party** against allegations of unlawful collection of **Personally Identifiable Information**; or

2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Covered Party**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Covered Party** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Endorsement if any member of the **Control Group** on or before the inception date of this Endorsement

knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;

2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy or coverage plan or endorsement of which this Endorsement is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;

2. any actual or alleged acts, errors or omissions related to any of the **Covered Party's** pension, healthcare, Welfare, profit sharing, mutual or investment plans, funds or trusts;

3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or

4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response coverage agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or

2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by a **Covered Party**, or by others if the **Covered Party** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or

2. with respect to a natural person **Covered Party**, if such **Covered Party** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Covered Party**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;

2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Covered Party**; or

3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Covered Party**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental 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 Defense & Penalties insuring agreement;

Other Covered Parties & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Covered Party**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability coverage agreement; or

2. any business enterprise in which any **Covered Party** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Covered Party**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;

2. any loss, transfer or theft of monies, securities or tangible property of the **Covered Party** or others in the care, custody or control of the **Covered Party**;

3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Covered Party** which is lost, diminished, or damaged during transfer from, into or between accounts; or

4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime coverage agreement;

Media-Related Exposures

with respect to the Media Liability coverage agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;

2. the actual or alleged obligation to make licensing fee or royalty payments;

3. any costs or expenses incurred or to be incurred by the **Covered Party** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;

4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;

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

6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss coverage agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;

2. costs or expenses incurred by the **Covered Party** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;

3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Covered Party's** direct operational control; or

4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

War and Cyber War

The coverage under this Endorsement will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or

2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this Endorsement or any appendix or endorsement added to this Endorsement.

For the purposes of this endorsement:

Cyber War means any harmful act, conducted using a **Computer System** (or series of related, repeated or continuing harmful acts conducted using one or more **Computer Systems**), directed against one or more **Computer Systems** that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or

2. causes a major detrimental impact on:

   (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **Essential Service** in that other sovereign state; and/or

   (ii) the security or defense of another sovereign state,

provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on a **Computer System** operated by and either owned by or leased any **Covered Party**, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

Radioactive Contamination

In relation to liability arising outside the U.S.A., its territories or possessions, Puerto Rico or the Canal Zone, this Endorsement does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Sanction Limitation

We shall not provide cover and nor will we be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

Asbestos, Pollution, and Contamination

Coverage under this Endorsement will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;

2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

   We will have no duty or obligation to defend any **Covered Party** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or

4. the actual, alleged or threatened discharge, dispersal, release or escape of 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 gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes.

SECTION IV – LIMIT OF LIABILITY AND COVERAGE

Limits of Liability

The Endorsement Aggregate Limit of Liability listed in the Supplemental Declarations (the "**Endorsement Aggregate Limit of Liability**") is our combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Endorsement.

The limit of liability payable under each coverage agreement will be an amount equal to the **Endorsement Aggregate Limit of Liability** unless another amount is listed in the Supplemental Declarations. Such amount is the aggregate amount payable under this Endorsement pursuant to such coverage agreement and is part of, and not in addition to, the **Endorsement Aggregate Limit of Liability**.

We will not be obligated to pay any **Damages**, **Penalties**, **PCI Fines, Expenses and Costs** or **Claims Expenses,** or to defend any **Claim**, after the **Endorsement Aggregate Limit of Liability** has been exhausted, or after deposit of the **Endorsement Aggregate Limit of Liability** in a court of competent jurisdiction.

Breach Response Limits

Coverage for **Breach Response Services** under this Endorsement is in addition to the **Endorsement Aggregate Limit of Liability**. The Breach Response Aggregate Limit of Coverage listed in the Supplemental Declarations (the "**Breach Response Services Aggregate Limit of Coverage**") is our combined total limit of coverage for all legal, forensic, public relations and crisis management, notification, call center and credit or identity monitoring services payable under this Endorsement.

SECTION V – RETENTIONS

The Retention listed in the Supplemental Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Covered Party** of covered **Loss** under each coverage agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable coverage agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and we will then indemnify the **Covered Party** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Endorsement, and we will be liable only for the amounts in excess of such Retention.

SECTION VI – OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Endorsement for any reason except the non-payment of premium, the **Covered Party** will have the right to purchase, for additional premium, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Covered Party** during the Optional Extension Period and reported to us during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Endorsement Period**. In order for the **Covered Party** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to us within 30 days of the termination of this Endorsement.

The purchase of the Optional Extension Period will in no way increase the **Endorsement Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Covered Party** terminates the Optional Extension Period for any reason prior to its natural expiration, we will not be liable to return any premium paid for the Optional Extension Period.

SECTION VII – GENERAL CONDITIONS

Notice of Claim or Loss

The **Covered Party** must notify us of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Endorsement Period**; or (ii) the end of the Optional Extension Period (if applicable).

With respect to **Breach Response Services**, the **Covered Party** must notify us of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Covered Party**, but in no event later than 60 days after the end of the **Endorsement Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Covered Party** must notify us as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Endorsement Period**. The **Covered Party** must obtain our consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs** and **Business Interruption Loss**, the **Covered Party** must notify us as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Covered Party** will provide us a proof of **Data Recovery Costs** and **Business Interruption Loss.** All loss described in this paragraph must be reported, and all proofs of loss must be provided, to us no later than 6 months after the end of the **Endorsement Period**.

The **Covered Party** must notify us of any loss covered under the eCrime coverage agreement as soon as practicable, but in no event later than 60 days after the end of the **Endorsement Period**.

With respect to **Reputational Loss**, the **Covered Party** must notify us as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Covered Party** will provide us a proof of **Reputational Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to us no later than six (6) months after the end of the **Endorsement Period**. The costs and expenses of preparing and submitting a proof of loss, and establishing or proving **Reputational Loss** shall be the **Covered Party's** obligation, and are not covered under this Endorsement.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime coverage agreements and that is reported to us in conformance with the foregoing will be considered to have been made during the **Endorsement Period**.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response coverage agreement) the **Covered Party** may give written notice of such circumstance to us as soon as practicable during the **Endorsement Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;

2. the injury or damage which may result or has resulted from the circumstance; and

3. the facts by which the **Covered Party** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Covered Party** arising out of any circumstance reported to us in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to us during the **Endorsement Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs coverage agreement, We have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Covered Party** and us but, in the absence of such agreement, our decision will be final.

With respect to the Payment Card Liabilities & Costs coverage agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Covered Party** and us and will be selected from one of the firms on our panel.

Settlement of Claims

If the **Covered Party** refuses to consent to any settlement recommended by us and acceptable to the claimant, our liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus

2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Covered Party** plus sixty percent (60%) of any **Damages**, **Penalties** and **PCI Fines**, **Expenses and Costs** above the amount for which the **Claim** could have been settled;

and we will have the right to withdraw from the further defense of such **Claim**.

The **Covered Party** may settle any **Claim** where the **Damages**, **Penalties**, **PCI Fines**, **Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Covered Party** obtains a full release on behalf of all **Covered Parties** from all claimants.

Assistance and Cooperation

We will have the right to make any investigation we deem necessary, and the **Covered Party** will cooperate with us in all investigations, including investigations regarding coverage under this Endorsement and the information and materials provided to us in connection with the underwriting and issuance of this Endorsement. The **Covered Party** will execute or cause to be executed all papers and render all assistance as is requested by us. The **Covered Party** agrees not to take any action which in any way increases our exposure under this Endorsement. Expenses incurred by the **Covered Party** in assisting and cooperating with us do not constitute **Claims Expenses** under the Endorsement.

The **Covered Party** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without our written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Endorsement and there is available to us any of the **Covered Party's** rights of recovery against any other party, then we will maintain all such rights of recovery. The **Covered Party** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Coverd Party** 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 we waive our rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by us, and lastly to the Retention. Any additional amounts recovered will be paid to the **Covered Party**.

Other Insurance

The coverage under this Endorsement will apply in excess of any other valid and collectible insurance available to any **Covered Party** unless such other insurance is written only as specific excess insurance over this Endorsement.

Action Against Us

No action will lie against us or our representatives unless and until, as a condition precedent thereto, the **Covered Party** has fully complied with all provisions, terms and conditions of this Endorsement and the amount of the **Covered Party's** obligation to pay has been finally determined either by judgment or award against the **Covered Party** after trial, regulatory proceeding, arbitration or by written agreement of the **Covered Party**, the claimant, and us.

No person or organization will have the right under this Endorsement to join us as a party to an action or other proceeding against the **Covered Party** to determine the **Covered Party's** liability, nor will we be impleaded by the **Covered Party** or the **Covered Party's** legal representative.

The **Covered Party's** bankruptcy or insolvency of the **Covered Party's** estate will not relieve us of our obligations hereunder.

Entire Agreement

By acceptance of the Endorsement, all **Covered Parties** agree that this Endorsement embodies all agreements between us and all **Covered Parties** relating to this Endorsement. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Endorsement or stop us from asserting any right under the terms of this Endorsement; nor will the terms of this Endorsement be waived or changed, except by endorsement issued to form a part of this Endorsement signed by us.

Assignment

The interest hereunder of any **Covered Party** is not assignable. If a **Covered Party** dies or is adjudged incompetent, such coverage will cover the **Covered Party's** legal representative as if such representative were the **Covered Party**, in accordance with the terms and conditions of this Endorsement.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Endorsement are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Endorsement.

Representation by the Covered Party

All **Covered Parties** agree that the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement are true, accurate and are not misleading, and that we issued this Endorsement, and assume the risks hereunder, in reliance upon the truth thereof.

Territory

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

Antistacking

In consideration of the premium charged for the Endorsement, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Endorsement, in the event any incident, event or related incidents or events, giving rise to a **Claim** or an obligation to provide **Breach Response Services** triggers coverage under this Endorsement and any other endorsement issued by us, our liability under this Endorsement and such other endorsements combined shall not exceed the amount of the largest **Endorsement Aggregate Limit of Liability** or applicable sublimits of liability.