

THIS IS A CLAIMS MADE AND REPORTED POLICY WITH CLAIMS EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND REPORTED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. COVERAGE DOES NOT APPLY TO ANY WRONGFUL ACTS COMMITTED BEFORE THE RETROACTIVE DATE STATED ON THE DECLARATIONS PAGE. WORDS PRINTED IN BOLD FACE, OTHER THAN CAPTIONS, ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the payment of the premium, the undertaking of the **Named Insured** to pay the **Retention** as described herein and in the amount stated in the Declarations and in reliance upon all statements made and information furnished to the **Company** shown in the Declarations, including those furnished in any application(s) for this Policy which is deemed incorporated into this Policy, and subject to all terms, conditions and limitations of this Policy, the **Insureds** and the **Company** agree as follows:

SECTION I — INSURING AGREEMENT

A. Miscellaneous Professional Liability

Subject to the applicable Limit of Liability, the **Company** will pay on behalf of the **Insured** all **Damages** and **Claim Expenses** in excess of the **Retention** that an **Insured** becomes legally obligated to pay as a result of a covered **Claim** first made against the **Insured** during the **Policy Period** and reported in writing to the **Company** during the **Policy Period**, or Extended Reporting Period if applicable, for a **Wrongful Act** by an **Insured** or by anyone for whom the **Insured** is legally responsible, in the rendering of **Professional Services** provided, however, that such **Wrongful Act** was committed or allegedly committed on or after the **Retroactive Date** set forth in the RETROACTIVE DATE section of the Declarations, and provided further that the **Insured** had no knowledge of the actual or alleged **Wrongful Act** prior to the inception date of this Policy.

B. Claims Expenses and Settlements

1. The **Company** will have the right and duty to defend any covered **Claim**, including the right to select and appoint defense counsel, even if the allegations are groundless, false or fraudulent. The **Company**, at its discretion, has the right to investigate and settle a covered **Claim**.
2. The **Insured** shall not admit liability, assume any financial obligation or agree to pay money without the **Company's** prior written consent and shall not take any action, or fail to take any action, which prejudices the rights of the **Company**. Notwithstanding the foregoing, it is understood that the **Insured** may settle any **Claim** for an amount which, together with **Claim Expenses**, is less than the amount of the remaining **Retention**.
3. If the **Insured** refuses to consent to any settlement opportunity or judgment recommended by the **Company** and instead elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been resolved, including **Claim Expenses**.
4. **Claims Expenses** are part of and subject to the Limit of Liability. The **Company's** duty to defend ends after the applicable Limit of Liability has been exhausted by payment of **Claims Expenses** and **Damages**. The **Company** shall not be obligated to settle any **Claim**, pay any **Damages** or **Claims Expenses**, or continue to defend any **Claim** after the applicable Limit of Liability has

been exhausted, except where specifically noted otherwise in this Policy. Nothing in this provision will cause the **Company's** liability to exceed the applicable Limits of Liability set forth in the LIMITS OF INSURANCE section of the Declarations.

5. Nothing in this **Claims Expenses and Settlements** subsection of SECTION I INSURING AGREEMENT shall relieve an **Insured** from any notice requirement or cooperation obligation contained elsewhere in this Policy.

C. 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 **Individual Insured**, but only for a **Claim** arising out of any actual or alleged **Wrongful Act** of such **Individual Insured**.

2. Estates and Legal Representatives

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

SECTION II — DEFINITIONS

- A. **Application** means the **Insured's** signed Miscellaneous Professional Liability insurance policy application and any attachments and other information furnished to the **Company** for the purpose of applying for the insurance. All such attachments and information shall be deemed attached to the Policy as if physically attached to it. If this Policy is a renewal or replacement of a previous policy or policies issued by the **Company**, all signed applications and other materials that were attached to and became a part of these previous policies shall be considered part of the **Application** for this Policy.
- B. **Bodily Injury** means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also includes disability, mental anguish, mental injury, emotional distress, pain or suffering, or shock or fright resulting in or from **Bodily Injury**.
- C. **Claim** means a written demand received by an **Insured** for **Damages** or non-monetary relief based on any actual or alleged **Wrongful Act**, whether or not the nature or extent of the **Damages** or non-monetary relief is known or asserted at the time of the demand. **Claim** includes a civil proceeding for monetary, non-monetary or injunctive relief commenced by service of a complaint or similar pleading, including a demand for arbitration.

A **Claim** will be considered first made when it is received by any **Insured**.

All **Claims** arising out of the same **Wrongful Act** or **Related Wrongful Acts** shall be deemed to be a single **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

- D. **Claim Expenses** means expenses incurred by the **Company** or by the **Insured**, with the **Company's** consent, in the defense, investigation, adjustment, negotiation, arbitration or mediation of a covered **Claim**, whether paid by the **Company** or the **Insured**, with the **Company's** consent. **Claim Expenses** include: 1) all reasonable and necessary fees, costs and expenses, including the fees of attorneys and experts, incurred by or on behalf of the **Insured** in the investigation, defense, appeal, and settlement of a **Claim**; 2) the cost of appeal bonds or bonds to release attachments, but only for

bond amounts within the applicable Limit of Liability. The **Company** does not have any obligation to apply for or furnish any such bond.

Claim Expenses shall not include any loss of earnings; salaries, wages or expenses of any **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim**; or the defense of any criminal investigation, criminal grand jury proceeding, or criminal action.

- E. **Company** means the insurance company identified as such on the Declarations.
- F. **Damages** means any monetary amount that any **Insured** is legally obligated to pay because of a judgment or arbitration award rendered against the **Insured**, or for settlements negotiated by the **Company** with the **Insured's** consent on account of a covered **Claim**. **Damages** shall include, but are not limited to:
1. pre-judgment interest;
 2. post-judgment interest that accrues after the entry of judgment and before the Company has paid, or offered to pay or deposited in court that part of the judgment within the applicable Limit of Liability, and
 3. punitive, exemplary and multiple damages (where insurable by law).

Damages do not include: 1) fines, penalties, taxes, sanctions or that portion of any multiplied damages award which exceeds the damage award so multiplied; 2) disputes over or return or restitution of fees, deposits, commissions, profits or charges for goods or services rendered; 3) discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients; 4) any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or 5) amounts paid to resolve matters deemed uninsurable under the law pursuant to which this Policy shall be construed. **Damages** also do not include costs of correcting, performing or re-performing **Professional Services** by:

1. any **Insured**; or
2. another party, when an **Insured** had the opportunity to correct, perform or re-perform the service that generated the cost.

For purposes of insuring punitive damages under this Policy, the law of the jurisdiction most favorable to the insurability of punitive damages shall control, provided such jurisdiction is where:

1. any **Insured** is incorporated or otherwise organized or has a place of business; or
2. the **Company** is incorporated or has its principle place of business.

- G. **First Inception Date** is the Inception Date of the earliest errors and omissions insurance policy the **Company** issued to the **Named Insured**, provided that there has been uninterrupted coverage by the **Company** for the **Named Insured** from that earliest policy to this Policy.

- H. **Individual Insured** means, individually and collectively:

1. any past or present partner, officer, director or employee of the **Named Insured** or any **Subsidiary**, but only with respect to their activities within the scope of their duties in such capacity in the performance of **Professional Services** by the **Named Insured** or any **Subsidiary**;

2. any independent contractor, temporary worker, or leased employee of the **Named Insured** but only for **Professional Services** performed on behalf of and at the direction of the **Named Insured**.
- I. **Insured** means:
1. **Named Insured**
 2. the **Individual Insureds**, and
 3. any **Subsidiary** of the **Named Insured**.
- J. **Named Insured** means the person or entity identified on the Declarations and, if an entity, its **Subsidiaries**.
- K. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. oral or written publication of material that slanders, libels or defames a person or organization or disparages a person's or organization's goods, products or services;
 2. oral or written publication of material that violates a person's right to privacy;
 3. false arrest, detention or imprisonment;
 4. wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies; or
 5. malicious prosecution.
- L. **Policy Period** means the period of time between the inception date stated in the Declarations and the effective date of termination, expiration or cancellation of this **Policy**.
- M. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
1. smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead or materials containing lead, silica, radon, mold or asbestos;
 2. hazardous, toxic or radioactive matter or nuclear radiation;
 3. waste, which includes material to be recycled, reconditioned or reclaimed; or
 4. any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.
- N. **Pollution** shall mean the actual, alleged or threatened discharge, release, migration, 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 test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- O. **Professional Services** means those services stated in the Declarations when performed by the Insured in the ordinary conduct of the **Insured's** profession for or on behalf of a customer or client for a fee or other compensation.

P. **Property Damage** means:

1. physical injury to or destruction of property, including all resulting loss of use of that property; or
2. loss of use of tangible property that is not physically injured.

Q. **Related Wrongful Acts** shall mean any **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, transaction, event or cause or series of causally connected facts, circumstances, situations, transactions, events or causes.

R. **Retention** means the amount stated in the RETENTION section of the Declarations and described in SECTION IV LIMITS OF INSURANCE of the Policy.

S. **Retroactive Date** means the date, if any, stated in the RETROACTIVE DATE section of the Declarations and/or as specifically endorsed to the Policy and is the earliest date that any **Wrongful Act** can commence for coverage to be provided under this Policy.

T. **Subsidiary** shall mean any entity in which, on or before the effective date of this Policy the **Named Insured**, either directly or indirectly:

1. owns more than fifty (50) percent of the issued and outstanding voting equity securities; or
2. controls voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees.

Subsidiary shall also include any entity that shall become owned or controlled, as described above, after the effective date of this Policy; provided that, with respect to any entity that becomes a **Subsidiary** after the effective date of the Policy, should the entity's gross revenues exceed 10% of the **Insured's** annual gross revenues at the inception date of the Policy, the entity shall only be deemed a **Subsidiary** under this Policy for a period of ninety (90) days from the date it became a **Subsidiary**. If the **Insured** gives written notice, within ninety (90) days of the creation or acquisition of the **Subsidiary**, including the necessary underwriting information the **Company** may require and pay any reasonable additional premium as the **Company** may require, then the **Company** will issue an endorsement including such entity in the definition of **Subsidiary** for the duration of the **Policy Period**. There is no coverage for **Wrongful Acts** by any **Subsidiary**, or **Individual Insured** thereof, occurring prior to the time such entity became a **Subsidiary**, nor occurring after a **Subsidiary** ceases to be a **Subsidiary**.

U. **Wrongful Act** means any actual or alleged breach of duty, negligent act, error, omission or **Personal Injury** offense committed by an **Insured** solely in the performance of, or failure to perform, **Professional Services**.

SECTION III — EXCLUSIONS

This Policy does not apply to any **Claim**, and the **Company** is not obligated to defend or pay **Damages** or **Claim Expenses** for any **Claim** alleging, arising out of, based upon, relating to, or attributable to, directly or indirectly:

- A. false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, misappropriation of advertising ideas or style of doing business.

B. Bodily Injury or Property Damage;

- C. any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or the gaining of any profit or advantage to which any **Insured** is not legally entitled. The Company will, however, defend **Claims** alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse finding of fact, or adverse admission, establishing that the **Insured** committed such conduct, at which time the **Named Insured** shall reimburse the Company for **Claim Expenses**; provided, however, the Company will not defend such Claims where the **Insured** was the subject of a criminal proceeding in which the **Insured** was found guilty, or pleaded guilty or no contest for any such conduct.

This exclusion does not apply to any **Individual Insured** that did not commit, acquiesce or participate in the actions that gave rise to the **Claim**.

- D. infringement of a copyright; trademark, trade dress, trade name, service mark, service name, title or slogan; or patent violation;
- E. harassment, misconduct or discrimination because of or relating to. race, creed, color, age, gender sex, sexual preference, national origin, religion, handicap, disability, marital status, or any other status or class protected under anti-discrimination laws whether federal, state or local;
- F. any **Insured's** acts related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; including but not limited to any actual or alleged violation of the provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order thereto or similar provisions of any federal, state or local statutory law or common law;
- G. any violation of The Securities Act of 1933 as amended, The Securities Exchange Act of 1934 as amended, the Investment Advisor's Act of 1940, any state blue sky or securities law, any similar state or federal law or amendments thereto, or any order, rule or regulation issued pursuant to the above laws or any common law liability in connection with the offer, purchase or sale of securities;
- H. insolvency or bankruptcy of:
1. any **Insured**; or
 2. any enterprise over which the **Insured** exercises control or in which any **Insured** owns an interest;
- I. any **Claim** arising out of based upon or attributable directly or indirectly resulting from, or in consequence of, or in any way involving **Pollution** or the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time, including, but not limited to any loss, cost or expense arising out of any:
1. request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the existence, non-existence or effects of **Pollutants**; or
 2. **Claim** by or on behalf of a governmental authority or others for **Damages** because of testing for, identifying, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, communicating information about, responding to, or assessing the existence, non-existence or effects of **Pollutants**; including the failure to perform any of these activities;

- J. any **Wrongful Act**:
1. committed or allegedly committed prior to the **Retroactive Date**, including but not limited to any **Related Wrongful Acts**;
 2. that was the subject of any notice given under any other policy prior to the beginning of the **Policy Period**; or
 3. about which the **Insured** had knowledge prior to the **Policy Period** if the **Insured** had a reasonable basis to believe that such **Wrongful Act** could give rise to a **Claim**; provided, however, that if this **Policy** is a renewal or replacement of a previous policy issued by the **Company** providing materially identical coverage, the **Policy Period** referred to in this section will be deemed to refer to the inception date of the first such policy issued by the **Company** for purposes of this exclusion;
- K. by or on behalf of any **Insured** claiming against another **Insured**, or any **Claim** brought by any **Subsidiary** or affiliate or by any joint venture in which the **Insured** participates;
- L. damage to property in any **Insured's** care, custody, or control; or
- M. for the breach of express warranties, guarantees or contracts; provided, however, with respect to allegations of breach of contract this exclusion shall not apply to any liability that would have attached in the absence of such contract.

SECTION IV — LIMIT OF INSURANCE

A. Limit of Liability

1. The **Company's** maximum liability for **Damages** and **Claims Expenses** combined on account of each **Claim** first made during the **Policy Period** shall be the Limit of Liability set forth in the Declarations. The **Company's** maximum liability for **Damages** and **Claims Expenses** combined on account of all **Claims** first made during the same **Policy Period** combined shall be the Aggregate Limit of Liability set forth in the Declarations, regardless of the time of payment or the number of **Claims**.
2. **Claims Expenses** shall be part of, and not in addition to, the Limit of Liability stated in the LIMITS OF INSURANCE section of the Declarations. Such **Claims Expenses** shall reduce the Limit of Liability.

B. Retention

1. The applicable **Retention** specified in the RETENTION section of the Declarations shall be a condition precedent and must be paid by the **Named Insured** before the **Company** has any payment obligation, and shall apply to both covered **Damages** and **Claims Expense**. The RETENTION will not erode the LIMITS OF INSURANCE as shown on the Declarations.
2. One **Retention** shall apply to each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Named Insured** shall be responsible for any amount within the **Retention**.
3. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one **Retention** shall be applicable to such single **Claim**. All such **Claims** constituting a single **Claim** shall be deemed to have been first made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which the notice of circumstance involving any such

Wrongful Act or **Related Wrongful Acts** were reported under this Policy or any other policy providing similar coverage.

C. Reimbursement and Allocation

1. Reimbursement

If, for any reason, the **Company** advances, at its sole option, any amounts for **Damages** or **Claim Expenses** in excess of the Limit of Liability or within the **Retention**, or for non-covered liabilities or defenses, the **Insured** shall reimburse such amounts to the **Company** upon demand.

2. Allocation

If a **Claim** made against an **Insured** includes both covered and uncovered matters, or is made against an **Insured** and others not insured, the **Insured** and the **Company** recognize that there must be an allocation between covered and uncovered amounts. The **Insured** and the **Company** shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered amounts, taking into account the relative legal and financial exposures, and the relative benefits obtained by each **Insured** or uninsured party.

SECTION V. — NOTICE OF CLAIM

- A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Company** notice in writing of any **Claim** which is made during the **Policy Period** or Extended Reporting Period, if applicable. Such notice shall be given as soon as practicable, but in no event later 1) than thirty (30) days after the end of the **Policy Period** or 2) the expiration date of the Extended Reporting Period, if applicable.

Notice to the **Company** shall include details that identify the **Insured**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**;

The **Insured** shall:

1. immediately send the **Company** copies of all demands, notices, summonses, complaints or other legal papers received in connection with the **Claim**;
2. authorize the **Company** to obtain records and other information;
3. cooperate with and assist the **Company** in the investigation, settlement or defense of the **Claim**; and
4. assist the **Company**, upon its request, in enforcing any rights of contribution or indemnity against another who may be liable to any **Insured** or owe contribution or indemnity.

If notice is provided pursuant to this section, any **Claim** subsequently made against an **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, 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 Extended Reporting Period, if applicable, the **Insured** becomes aware of any **Wrongful Acts** committed between the **Retroactive Date** and the end of the **Policy Period** which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and gives written notice to the **Company** of the circumstances, the **Wrongful Act** allegations and the reasons for anticipating such a **Claim**, then a **Claim** which is subsequently made against such **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to

such circumstances or alleging any **Related Wrongful Acts**, shall be considered made at the time notice of such circumstances was given, provided, however,

1. The notice must include all of the following information:
 - a. the names of those persons or organizations involved in the **Wrongful Act**;
 - b. the specific person or organization likely to make the **Claim**;
 - c. a description of the time, place and nature of the **Wrongful Act**; and
 - d. a description of the potential **Damages**.
2. No **Insured** knew prior to the **First Inception Date** of the **Wrongful Act** or circumstance that could reasonably be expected to lead to the **Claim**; and
3. There is no other valid and collectible insurance for the **Claim**.

SECTION VI. — CONDITIONS

A. Action Against the Company

1. No action shall be taken against the **Company** 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** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Company**.
2. No person or organization shall have any right under this Policy to join the **Company** as a party to any **Claim** against an **Insured** nor shall the **Company** be impleaded by any **Insured** or their legal representative in any such **Claim**.

B. Application

It is agreed by the **Named Insured** and the **Individual Insureds** that the particulars and statements contained in the **Application** and any information provided therewith (which shall be on file with the **Company** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Named Insured** and the **Individual Insureds** that the statements in the **Application** or in any information provided therewith are their representations, that they are material, and that this Policy is issued in reliance upon the truth of such representations.

C. Assignment

This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Company**, which consent shall be at the sole and absolute discretion of the **Company**.

D. Bankruptcy

Bankruptcy or insolvency of the **Named Insured**, any **Subsidiary** or any **Insured** shall not relieve the **Company** of any of its obligations under this Policy.

E. Cancellation or Non-Renewal

1. This Policy may be cancelled by the **Named Insured** at any time by written notice to the **Company**. Upon cancellation by the **Named Insured**, the **Company** shall retain the customary short rate portion of the premium, unless this Policy is converted pursuant to this Section VI. G, **Changes in Ownership**, of this Policy wherein the entire premium for this Policy shall be deemed fully earned.

2. This Policy may only be cancelled by the **Company** if the **Named Insured** does not pay the premium when due.
3. If the **Company** elects not to renew this Policy, the **Company** shall provide the **Named Insured** with no less than forty-five (45) days advance notice thereof.

F. **Changes**

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Company** shall not effect a waiver or a change in any part of this Policy and shall not estop the **Company** from asserting any right under the terms of the Policy. The terms of this Policy shall not be waived or changed, except by written endorsement issued to form a part of this Policy, and this Policy embodies all agreements existing between the **Insureds** and the **Company** or any of its agents relating to this insurance.

G. **Changes in Ownership**

If after the inception date of this Policy:

1. another entity or person or group of entities and/or persons acting in concert acquires a majority of the voting securities of the **Named Insured** or majority successor in interest of the **Named Insured**;
2. the **Named Insured** is merged into or consolidated with another entity such that the **Named Insured** is not the surviving entity; or
3. a receiver, liquidator, conservator, trustee or similar official is appointed with respect to the **Named Insured**; then, the Policy will remain in effect until the end of the **Policy Period**, but only with respect to any **Wrongful Act** or **Personal Injury** which occurred before such change in ownership. The **Named Insured** shall give written notice of such change in ownership to the **Company** as soon as practicable, but in no event later than sixty (60) days after such change in ownership. Further, the entire premium for this Policy will be considered fully earned upon the occurrence of any of the above events in consideration of the coverage extended.

H. **Choice of Law**

All matters arising hereunder including questions related to the validity, interpretation, performance and enforcement of this Policy shall be determined in accordance with the law and practice of the State of New York notwithstanding New York's conflicts of law rules.

I. **Dispute Resolution**

In the event any dispute arises in connection with this Policy that cannot be resolved by agreement, prior to commencing a judicial proceeding or arbitration, the **Insured** may submit the dispute to binding mediation in which the **Company** and the **Insured** shall attempt in good faith to resolve such dispute in accordance with the American Arbitration Association's ("AAA") then-prevailing Commercial Mediation Rules. In the event the **Insured** does not elect to engage in binding mediation or such binding mediation does not result in a settlement of the subject dispute or difference, either the **Insured** or the **Company** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration under the then-prevailing AAA Commercial Arbitration Rules, to resolve such dispute. The costs and expenses of mediation, or arbitration, shall be split equally by the parties.

J. Entire Agreement

1. By acceptance of this Policy, all **Insureds** and the **Company** agree that this Policy (including the Declarations, **Application** submitted to the **Company** 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.
2. This Policy applies only to the **Professional Services** described in the Declarations page and **Insured(s)** as defined in the Policy or by endorsement as of the Inception Date of the **Policy Period**. This Policy shall not apply to any other services or enterprises unless such services or enterprises are added by written endorsement issued by the **Company** and made a part of this Policy. If an endorsement is added, the **Insured** shall promptly pay any additional premium charged.

K. Headings

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

L. Named Insured As Sole Representative

By acceptance of this Policy, the first person or organization identified as the **Named Insured** on the Declarations shall act on behalf of all **Insureds** with respect to completing any application for this Policy, including the representations of the truth, accuracy and completeness of all information and documents provided. It shall also act on behalf of all **Insureds** with respect to the giving and receipt of any notices required under this Policy, including notice of **Claim**, cancellation or non-renewal. The **Named Insured** also acts on behalf of all **Insureds** with respect to the payment of any premiums, receipt of return premiums, satisfaction of any **Retentions**, consent to settlement of a **Claim**, any and all changes to this Policy and election of any Extended Reporting Period pursuant to Section VII EXTENDED REPORTING PERIOD of this Policy.

M. Other Insurance

All amounts payable under this Policy will be specifically excess of, and will not contribute with, any other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically excess of this Policy. Nothing in this provision shall prevent the **Company** or the **Insureds** from seeking contribution or coverage from any other company or indemnitor.

N. Representations

By acceptance of this Policy, the **Insureds** agree as follows:

1. that the information and statements contained in the **Application(s)** are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy; and
2. that the information and statements contained in the **Application(s)** are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the **Company** under this Policy, and that this Policy is issued in reliance upon the truth and accuracy of such representations.

O. Subrogation

In the event of any payment under this Policy, the **Company** shall be subrogated to all of the **Insureds'** rights of recovery and the **Insureds** 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 **Company** to effectively bring suit in the name of any **Individual Insured** or the **Named Insured**. Any recoveries shall be applied as follows:

1. First, to the **Company** up to the amount of the **Company's** payment for **Damages** and **Claims Expenses**.
2. Then, to the **Named Insured**, as recovery of Retention amounts paid as **Damages** and **Claims Expenses**.

P. Territory (Worldwide Provision)

Coverage applies to **Wrongful Acts** committed anywhere in the world provided that any action, arbitration, or other proceeding for, in relation to, or arising from the **Claim** is brought within the United States of America, its territories or possessions. If **Damages** or **Claim Expenses** are paid in a currency other than United States of America dollars, then the payment under this Policy will be considered to have been made in United States dollars at the applicable rate of currency exchange published in *The Wall Street Journal* on the date any judgment becomes final or payment of the settlement or other element of **Damages** or **Claim Expenses** is due.

SECTION VII. — EXTENDED REPORTING PERIOD

- A. In the event the **Company** or the **Named Insured** refuses to renew this **Policy**, the **Named Insured** 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** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Company** during such twelve (12) month period, 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 Extended Reporting Period.
- B. As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Policy must have been paid and a written request, together with payment of the appropriate premium for the Extended Reporting Period, must be provided to the **Company** no later than thirty (30) days after the end of the original **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Extended Reporting Period shall not in any way increase or reinstate the Limit of Liability stated in the LIMITS OF INSURANCE section of the Declarations. For purposes of the Limit of Liability, the Extended Reporting Period is considered to be part of, and not in addition to, the Policy Period.