

Accountants Professional Liability Insurance

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS ACCOUNTANTS PROFESSIONAL LIABILITY POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD (IF APPLICABLE) AND REPORTED TO THE COMPANY IN WRITING PURSUANT TO THE TERMS AND CONDITIONS OF THIS POLICY. LOSS, CLAIM EXPENSES AND NOTIFICATION EXPENSES REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY WITH YOUR INSURANCE BROKER OR ADVISOR.

In consideration of the payment of the premium, the undertaking of the **Named Insured** to pay the Deductible herein, and in reliance upon all statements made and information in the **Application**, which is deemed attached hereto and made a part of this Policy, and subject to the Limit of Liability and Deductible as well as all the terms, conditions, limitations and exclusions of this Policy, the Company agrees with the **Named Insured** as follows:

The Company shall mean the insurance carrier set forth in the Declarations of this Policy.

I. INSURING AGREEMENTS

(A) Professional Services Liability Coverage

The Company shall pay **Loss** and **Claim Expenses**, in excess of the Deductible and subject always to this Policy's Limit of Liability, that an **Insured** shall become legally obligated to pay as a result of a **Claim** made against an **Insured** for a **Wrongful Act** arising from **Professional Services**, provided always that: (1) the **Claim** is first made against an **Insured** during the **Policy Period** or any Extended Reporting Period, if applicable; and reported to the Company in writing in accordance with Section **IX.(A)** of this Policy; (2) the **Named Insured's** partners, principals, officers, directors, members or risk managers had no knowledge of any circumstances, dispute, situation or incident that could reasonably have been expected to give rise to such **Claim** prior to the Knowledge Date stated in the Declarations of this Policy; and (3) the **Wrongful Act** takes place on or after the Retroactive Date set forth in the Declarations of this Policy and prior to the end of the **Policy Period**.

(B) Network Security and Privacy Liability Coverage

The Company shall pay **Loss**, **Claim Expenses** and **Notification Expenses**, up to a Sublimit of Liability of USD25,000 in the aggregate, that an **Insured** shall become legally obligated to pay as a result of a **Claim** made against an **Insured** for a **Wrongful Act** arising from **Professional Services** and resulting in a **Privacy Breach** or a **Security Breach**, provided always that: (1) the **Claim** is first made against an **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable; and reported to the Company in writing in accordance with Section **IX.(A)** of this Policy; (2) the **Named Insured's** partners, principals, officers, directors, members or risk managers had no knowledge of any circumstances, dispute, situation or incident that could reasonably have been

expected to give rise to such **Claim** prior to the Effective Date stated in the Declarations of this Policy; and (3) such **Wrongful Act** takes place on or after the Retroactive Date set forth in the Declarations of this Policy and prior to the end of the **Policy Period**.

This Sublimit of Liability is part of, and not in addition to, the Limit of Liability stated in the Declarations of this Policy. Payment of **Loss, Claim Expenses** and **Notification Expenses** as a result of a **Privacy Breach** or a **Security Breach** shall reduce the available Sublimit of Liability, which will also reduce the available Limit of Liability of this Policy.

All payments made by the Company pursuant to coverage provided by **Insuring Agreement I.(B)** shall not be subject to any Deductible.

II. SUPPLEMENTAL COVERAGES

All payments made by the Company pursuant to the coverage provided by this Section II. shall not be subject to any Deductible and shall not operate to reduce this Policy's Limit of Liability.

(A) Disciplinary Proceedings

The Company shall reimburse an **Insured**, upon written request, up to USD15,000 per disciplinary proceeding, subject to a maximum of USD30,000 in the aggregate under this Policy for reasonable and necessary legal fees and expenses incurred by an **Insured**, with the prior written consent of the Company, in responding to a disciplinary proceeding brought directly against an **Insured** by or before a state licensing board or professional self-regulating board with authority to regulate the **Professional Services** performed by an **Insured**, provided always that the following conditions are satisfied:

- (1) the disciplinary proceeding arises out of an **Insured's Professional Services**; and
- (2) the disciplinary proceeding is first initiated against an **Insured** during the **Policy Period** and is also reported to the Company, in writing, during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**.

After the Company has paid USD30,000 in the aggregate under this provision, the Company shall not be obligated to pay any further legal fees or expenses in connection with any disciplinary proceeding under this Policy.

When this provision applies, the Company shall have the right, but not the duty to defend any **Insured** in any disciplinary proceeding.

(B) Subpoena Response Assistance

The Company shall reimburse an **Insured**, upon written request, up to USD30,000 in the aggregate under this Policy for reasonable and necessary legal fees and expenses incurred by an **Insured**, with the prior written consent of the Company,

in responding to a subpoena served upon an **Insured**, provided always that the following conditions are satisfied:

- (1) the subpoena arises out of an **Insured's Professional Services**; and
- (2) the subpoena is served upon an **Insured** during the **Policy Period** and is also reported to the Company, in writing, during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**.

After the Company has paid USD30,000 in the aggregate under this provision, the Company shall not be obligated to pay any further legal fees or expenses in connection with any subpoena under this Policy.

When this provision applies, the Company shall have the right, but not the duty to defend any **Insured** in connection with any subpoena.

However, if a **Claim** is subsequently made against an **Insured** alleging a **Wrongful Act** arising from **Professional Services**, the Company shall have the right to cease any payment under this provision.

(C) Public Relations

The Company shall reimburse an **Insured**, upon written request, up to USD15,000 per **Public Relations Incident**, subject to a maximum of USD50,000 in the aggregate under this Policy for reasonable and necessary **Public Relations Expenses** incurred by an **Insured** arising out of a **Public Relations Incident**.

An **Insured** has the right to incur **Public Relations Expenses** without the Company's prior consent. The Company shall, in its sole discretion, reimburse an **Insured** only for **Public Relations Expenses** that the Company deems to be reasonable and necessary. All reimbursable **Public Relations Expenses** must be incurred during the **Policy Period** or any Extended Reporting Period, if applicable.

After the Company has paid USD50,000 in the aggregate under this provision, the Company shall not be obligated to pay any further **Public Relations Expenses** under this Policy.

(D) Insured's Expense Reimbursement

The Company shall reimburse an **Insured**, upon written request, for reasonable and necessary expenses incurred by an **Insured** and provable loss of wages sustained by an **Insured**, if an **Insured** is required by the Company to attend legal proceedings in connection with the defense of a **Claim**. Such reimbursement shall be subject always to the following:

- (1) the maximum reimbursement for such expenses shall not exceed USD500 per day, and USD7,500 per **Claim**, for an **Insured** who attends such proceedings at the Company's request; and
- (2) the Company's maximum aggregate liability for payment of reasonable and necessary expenses shall not exceed USD25,000 under this Policy.

After the Company has paid USD25,000 in the aggregate under this provision, the Company shall not be obligated to pay any further expenses incurred or wages lost by any **Insured** under this Policy.

(E) Defense of Third Party Discrimination Demand

If, during the **Policy Period**, a demand is received by an **Insured** for money or services and the demand:

- (1) arises solely from the **Insured's** alleged refusal after the Retroactive Date set forth in the Declarations of this Policy and prior to the end of the **Policy Period** to provide **Professional Services** due to discrimination on the basis of age, race, creed, color, gender, religion, national origin, disability, marital status or sexual preference; and
- (2) is otherwise covered under the terms and conditions of this Policy but for the absence of the rendering of **Professional Services**;

then the Company will provide the **Insured** with a defense subject to a maximum of USD30,000 in the aggregate. After the Company has paid USD30,000 in the aggregate under this provision, the Company shall not be obligated to pay any further **Claim Expenses** for third party discrimination under this Policy. There will be no coverage for **Loss** regardless of the ultimate findings.

III. DEFENSE, INVESTIGATION & SETTLEMENT OF CLAIMS

(A) Defense

The Company shall have the right and duty to defend any **Claim** to which this Policy applies, even if the allegations are groundless or false. The Company has the sole right to select and appoint legal counsel to represent any **Insured** with respect to any **Claim** to which this Policy applies. The Company's duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.

(B) Investigation and Settlement of Claims

- (1) An **Insured** shall not, except at its own expense, incur any **Claim Expenses**, engage in settlement negotiations, enter into any settlement agreement, make any payment, agree to make any payment, admit any liability, assume any obligation or incur any expense without the prior written consent of the Company, such consent not to be unreasonably withheld. The Company shall not be liable for any **Claim Expenses**, settlement or other amount, assumed obligation or admission, to which it has not given its prior written consent.
- (2) The Company shall have the right and sole discretion to conduct any investigation it deems necessary.
- (3) The Company may, with the consent of the **Named Insured**, settle any **Claim** it deems reasonable and necessary.

- (4) If any **Insured** refuses to consent to any settlement recommended by the Company, then the Company's liability for such **Claim** shall not exceed:
- (a) the amount of the recommended settlement plus **Claim Expenses** incurred up to the date of an **Insured's** refusal to consent to the recommended settlement; plus
 - (b) fifty percent (50%) of any **Loss** and **Claim Expenses**, in excess of the amount referenced in paragraph (a) above, incurred in connection with such **Claim**, subject always to all other applicable terms and conditions of this Policy, including, but not limited to, the Deductible and the Limit of Liability.
 - (c) the remaining fifty percent (50%) of any **Loss** and **Claim Expenses**, in excess of the amount referenced in paragraph (b) above, shall be the sole responsibility of an **Insured**.

IV. DEFINITIONS

(A) **Application**

“**Application**” shall mean all applications and/or proposals, including any attachments thereto, and all other information and materials submitted by or on behalf of any **Insured** to the Company in connection with the underwriting of this Policy, or any other policy or policies of which this Policy is an indirect or direct renewal or replacement.

(B) **Bankruptcy Trustee**

“**Bankruptcy Trustee**” shall mean the individual appointed by the U.S. Trustee or elected by creditors or appointed by a judge to administer the bankruptcy estate during a bankruptcy case.

(C) **Bodily Injury**

“**Bodily Injury**” shall mean physical injury, sickness, disease, death of a person, mental anguish, emotional distress, mental injury, shock, humiliation, pain and suffering, or any similar injury to any person.

(D) **Claim**

“**Claim**” shall mean:

- (1) a written demand made against any **Insured** for monetary damages or non-monetary relief; or
- (2) any civil or arbitration proceeding commenced by the service of a complaint or similar pleading and initiated against any **Insured**, including any appeal thereof.

However, “**Claim**” does not include any **Criminal Proceeding**, investigative, disciplinary or regulatory proceeding initiated against any **Insured** or subpoenas served upon any **Insured**.

A **Claim** will be deemed to have been first made against an **Insured** when any **Insured** first receives written notice of such **Claim**.

(E) Claim Expenses

“**Claim Expenses**” shall mean (1) reasonable and necessary legal fees and expenses charged by an attorney selected and appointed by the Company in defense of a **Claim** or circumstance that may lead to a **Claim**; and (2) all other reasonable and necessary fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a **Claim** if incurred by the Company or an attorney selected and appointed by the Company, or by an **Insured** with the prior written consent of the Company (provided, however, that the Company shall have no obligation to apply for or furnish any bond for appeal, injunction, attachment or similar purpose).

“**Claim Expenses**” shall not include: (1) salary expenses, wages or lost earnings of any **Insured**; (2) any fees, costs, or expenses incurred with respect to any **Criminal Proceedings** or disciplinary proceeding; (3) any fees, costs, or expenses incurred by an **Insured** in connection with responding to a subpoena.

(F) Computer System

“**Computer System**” shall mean computer hardware, software, firmware, and components thereof, including electronic data stored therein, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets, clouds or other virtual private networks.

(G) Court-Appointed Receiver

“**Court-Appointed Receiver**” shall mean a disinterested third party appointed by a court for the protection or collection of property that is the subject of diverse claims because such property belongs to a bankrupt entity or is otherwise the subject of litigation.

(H) Criminal Proceeding

“**Criminal Proceeding**” shall mean any governmental action, indictment or investigation for the enforcement of criminal laws, including offenses for which conviction could result in imprisonment and/or criminal fines(s).

(I) Domestic Partner

“**Domestic Partner**” shall mean any person qualifying as such under any federal, state or local laws, or under an **Insured’s** employee benefit plan or program.

(J) Independent Contractor

“Independent Contractor” shall mean any individual, including leased employees of such, contracted to perform **Professional Services** on behalf of and at the direction of the **Named Insured**, but only if:

- (1) the **Named Insured** entered into a written contract for specific **Professional Services** provided by the **Independent Contractor**; and
- (2) the **Named Insured** agrees via written contract to indemnify the **Independent Contractor** for **Claims** arising from the performance of **Professional Services**.

(K) Insured

“Insured” shall mean:

- (1) the **Named Insured** designated as such in the Declarations of this Policy;
- (2) any **Predecessor Firm**, designated as such by Endorsement to this Policy;
- (3) any natural person who is a current or former partner, principal, officer, director, member or employee of any **Insured** with respect to a **Wrongful Act** committed only while acting within the scope of his or her duties on behalf of any **Insured**;
- (4) any natural person who is contract, temporary or leased personnel rendering **Professional Services**, but only with respect to a **Wrongful Act** committed while acting under the direct supervision of and on behalf of any **Insured**;
- (5) the lawful spouse or **Domestic Partner** of an **Insured** (as set forth in paragraphs (3) or (4) above) for any **Claim** made against such spouse or **Domestic Partner** solely by reason of his/her status as a spouse or **Domestic Partner** of an **Insured** or his/her ownership interest in marital property/assets that are sought as recovery for such **Claim**, but only if the **Claim** does not allege any **Wrongful Act** by such spouse or **Domestic Partner**;
- (6) the estate, heirs, assigns or legal representatives of any **Insured** (as set forth in paragraphs (3) or (4) above) in the event of such **Insured’s** death, incapacity or insolvency, for any **Claim** made against the estate, heirs, assigns or legal representatives of such **Insured** solely by reason of his/her/its status as the estate, heirs, assigns or legal representatives of such **Insured** and only to the extent that coverage would have otherwise been provided under this Policy to such **Insured**;
- (7) within the meaning of the United States Bankruptcy Code or similar statute or status under foreign law, the debtor-in-possession of any entity identified in paragraphs (1) and (6) above; and
- (8) an **Independent Contractor**.

(L) Internet

“**Internet**” shall mean the worldwide public network of computers commonly known as the internet, as it currently exists or may exist in the future.

(M) Interrelated Wrongful Acts

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

(N) Investment Advisory Services

“**Investment Advisory Services**” shall mean:

- (1) giving financial, economic or investment advice, including personal financial planning; or
- (2) performing investment management services with respect to investments in securities or insurance products. However, this does not include the barter, purchase or sale of securities or insurance products.

(O) Loss

“**Loss**” shall mean a monetary judgment, award or settlement for damages including statutory attorneys’ fees and costs. **Loss** shall also include pre and post judgment interest, the non-multiplied portion of punitive and exemplary damages to the extent such damages are insurable under the law of the most favorable applicable jurisdiction that allows coverage for such damages. **Loss** shall not include:

- (1) any amount which any **Insured** is not legally obligated to pay;
- (2) criminal or civil fines, penalties, taxes or sanctions;
- (3) the multiple portion of any multiplied damages award;
- (4) discounts, coupons, prizes, awards or other incentives offered to any **Insured’s** clients or customers;
- (5) the return, reduction, disgorgement, restitution or offset of money, assets, fees, charges, royalties, profits or commissions;
- (6) liquidated damages;
- (7) all amounts associated with any orders or agreements to provide affirmative, equitable, injunctive or non-monetary relief, other than **Claim Expenses** associated with such relief;

- (8) any matters, judgments, damages or other amounts uninsurable under the laws pursuant to which this Policy is construed;
- (9) amounts owed by the **Insured** to the **Insured's** client by reason of money loaned to or invested with the **Insured** in the **Insured's** individual capacity for the **Insured's** personal use or investment in the **Insured's** own venture; or
- (10) any amount allocable to uncovered **Loss** under this Policy.

(P) Malicious Code

“**Malicious Code**” shall mean unauthorized, corrupting or harmful software code, including, but not limited to, computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.

(Q) Mediation

“**Mediation**” shall mean the voluntary, non-binding process by which a qualified, professional third-party neutral intercedes between the parties to a **Claim** with the intention to resolve such **Claim**. The term “**Mediation**” shall not include any court-ordered dispute resolution nor shall the term include arbitrations.

(R) Named Insured

“**Named Insured**” shall mean the entity or individual designated as such in the Declarations of this Policy.

(S) Network Security

“**Network Security**” shall mean any hardware or software with a function or purpose of loss mitigation or prevention of a computer attack. **Network Security** shall include, but shall not be limited to, the following: firewalls, filters, DMZs, computer virus protection software, intrusion detection, the electronic use of passwords or similar identification of authorized users, and encryption.

(T) Notification Expenses

“**Notification Expenses**” shall mean those reasonable and necessary expenses that an **Insured** shall become legally obligated to pay, solely to comply with **Privacy Regulations**, including communications with, and credit monitoring services for, affected customers and/or clients. “**Notification Expenses**” shall not include **Claim Expenses**.

(U) Personal Fiduciary

“**Personal Fiduciary**” shall mean an executor, administrator or representative of an estate or a trustee of a **Personal Trust**.

(V) Personal Information

“Personal Information” shall mean an individual’s first and last name together with any one or more of that individual’s:

- (1) social security number;
- (2) credit, medical or healthcare data or other protected health information;
- (3) driver’s license number, state identification number, or zip code;
- (4) account number, debit or credit card number together with any required security code, access code or password that would permit access to the individual’s financial account; or
- (5) any non-public information of an individual as such might be defined by a **Privacy Regulation**.

“Personal Information” shall not include any information that is lawfully available to the general public for any reason including, but not limited to, any information contained in federal, state or local government records.

(W) Personal Injury

“Personal Injury” shall mean any actual or alleged:

- (1) false arrest, detention, or imprisonment;
- (2) wrongful entry, wrongful eviction, or other invasions of private occupancy;
- (3) malicious prosecution;
- (4) libel, slander, or defamation of character; or
- (5) publication or utterance in violation of an individual’s right to privacy;

solely in the performance or failure to perform **Professional Services**.

(X) Personal Trust

“Personal Trust” shall mean an individual or family trust established for the sole benefit of the individual or family or a charitable remainder trust as defined under Internal Revenue Code Section 664 (26 U.S. Code § 664).

(Y) Policy Period

“Policy Period” shall mean the period from the Effective Date of this Policy to its Expiration Date as set forth in the Declarations of this Policy, or this Policy’s earlier termination date, if any. **Policy Period** specifically excludes the sixty (60) days following expiration referenced in Section **IX.(A)** and specifically excludes the Automatic Extended Reporting Period, Optional Extended Reporting Period, Unlimited Non-Practicing Extended Reporting Period and Death or Disability of an Insured Extended Reporting Period.

(Z) Predecessor Firm

“**Predecessor Firm**” shall mean any sole proprietorship, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership engaged in **Professional Services**, and:

- (1) has undergone dissolution and whose financial assets and liabilities the **Named Insured** is the majority successor in interest; or
- (2) of which the **Named Insured** retained fifty percent (50%) or more of the accounting professionals.

(AA) Privacy Breach

“**Privacy Breach**” shall mean a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including, but not limited to, a breach of an **Insured’s Privacy Policy**, or public disclosure of a person’s **Personal Information**.

(BB) Privacy Policy

“**Privacy Policy**” shall mean an **Insured’s** policies in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **Personal Information** provided to an **Insured’s** employees or third parties.

(CC) Privacy Regulation

“**Privacy Regulation**” shall mean any federal, state or local statute, legislative act or regulation governing the confidentiality, control and use of personally identifiable financial, medical or other sensitive information, including, but not limited to:

- (1) Health Insurance Portability and Accountability Act of 1996 or any regulations promulgated thereunder;
- (2) Gramm-Leach-Bliley Act of 1999 or any regulations promulgated thereunder;
- (3) the Identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003 or any regulations promulgated thereunder; and
- (4) any other similar federal, state or local identity theft and privacy protection statutes or regulations that require commercial entities that collect **Personal Information** to post privacy policies, adopt privacy policies and/or controls, or notify individuals if **Personal Information** potentially has been compromised.

(DD) Professional Services

“**Professional Services**” shall mean the following services performed for others,

by or on behalf of an **Insured**, for a fee or pro bono:

- (1) the practice of public accountancy, including, but not limited to, consulting services and **Investment Advisory Services**;
- (2) as a **Bankruptcy Trustee**;
- (3) as a **Court-Appointed Receiver**;
- (4) as a **Personal Fiduciary**;
- (5) as an arbitrator, mediator or notary public; or
- (6) as a member of a formal accreditation, standards review or similar professional board or committee related only to the accounting profession.

(EE) Property Damage

“Property Damage” shall mean:

- (1) physical injury to, or destruction of, tangible property including loss of use resulting therefrom; or
- (2) loss of use of tangible property that has not been physically injured or destroyed.

(FF) Public Relations Expenses

“Public Relations Expenses” shall mean reasonable fees, costs, and expenses incurred and paid by an **Insured** for services provided by a public relations firm to an **Insured** to mitigate any actual or potential negative publicity arising out of any **Public Relations Incident**. **“Public Relations Expenses”** shall not include **Claim Expenses**.

(GG) Public Relations Incident

“Public Relations Incident” shall mean:

- (1) the death, departure or debilitating illness of a current partner, principal, officer, or director of any **Insured**;
- (2) an incident of workplace violence; or
- (3) dissolution of the **Named Insured** for any reason other than bankruptcy.

(HH) Security Breach

“Security Breach” shall mean:

- (1) the failure by any **Insured** to prevent the transmission of a **Malicious Code** from a **Computer System** to a third-party’s computers and systems;
- (2) the failure by any **Insured** to provide any authorized third party user of an

Insured's website, or an **Insured's** computer or communications network, with access to such website, or computer or communications network;

- (3) the failure by any **Insured** to prevent unauthorized access to, or use of, data containing **Personal Information** of others; or
- (4) the failure by any **Insured** to provide notification of any actual or potential unauthorized access to, or use of, data containing **Personal Information** of others if such notification is required by **Privacy Regulation**.

(II) Totally and Permanently Disabled

"Totally and Permanently Disabled" shall mean the **Insured** is wholly prevented from rendering **Professional Services**, provided that the disability has continued for at least six (6) months, is reasonably expected to be continuous and permanent and the disability did not result from intentionally self-inflicted injury, attempted suicide, alcohol or drug abuse.

(JJ) Wrongful Act

"Wrongful Act" shall mean:

- (1) any actual or alleged negligent act, error or omission committed or allegedly committed by any **Insured** solely in connection with the rendering of **Professional Services**; or
- (2) **Personal Injury** actually or allegedly caused by an **Insured** solely in connection with the rendering of **Professional Services**.

For all purposes under this Policy, the same **Wrongful Act** or any **Interrelated Wrongful Acts** shall be deemed to have been committed at the time when the first such **Wrongful Act** was committed.

V. EXCLUSIONS AS TO THE ENTIRE POLICY

This Policy does not apply to any **Claim, Claim Expenses, Notification Expenses** or **Loss**:

- (A)** based upon or arising out of any dishonest, criminal, fraudulent, malicious or intentional acts, errors or omissions, committed or allegedly committed by any **Insured** or any individual or entity for which any **Insured** is legally liable; however, the Company may pay **Claim Expenses** incurred in connection with the defense of any actual or alleged dishonest, criminal, fraudulent, malicious or intentional acts, errors or omissions, committed or allegedly committed by any **Insured**, until such time as there is a final adjudication in the matter.

Notwithstanding the foregoing, Section **V.(A)** shall not apply to any **Insured**, who is a natural person, who did not commit, participate in, or have prior knowledge of any dishonest, criminal, fraudulent, malicious, or intentional, acts, errors or omissions to which Section **V.(A)** would otherwise apply.

(B) based upon or arising out of any actual or alleged violations of any federal, state, local, foreign or common law, prohibiting any kind of discrimination, harassment, retaliation, misconduct or wrongful employment conduct. This Exclusion applies whether an **Insured** may be liable as an employer, prospective employer or in any other capacity.

However, this Exclusion shall not apply to coverage afforded under Section **II.(E)** for Defense of Third Party Discrimination Demand.

(C) based upon or arising out of the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the Employee Retirement Income Security Act of 1974, any workers' compensation, unemployment insurance, social security, disability benefits or wage and hour law, or similar provisions of any federal, state, local or foreign statute law, rule, regulation or common law. This Exclusion applies whether any **Insured** may be liable as an employer, prospective employer or in any other capacity.

(D) for the liability of others assumed by any **Insured** under any oral or written contract or agreement, unless such liability would have attached to that **Insured** even in the absence of such contract or agreement.

(E) by or on behalf of any:

(1) **Insured**;

(2) any current or former spouse or partner, parent, grandparent, child or sibling of any **Insured**;

(3) entity in which any **Insured** collectively holds an equity interest greater than ten percent (10%);

(4) entity in which any **Insured** is an officer, director, partner, principal, or an employee;

(5) parent company or other entity which owns greater than ten percent (10%) of any **Insured**; or

(6) entity that is or was operated, managed or controlled by any **Insured**.

(F) based upon or arising out of any actual or alleged plagiarism, piracy, misuse or infringement of any proprietary information, patent, copyright, trade secrets, trademark, trade dress, trade name, service mark, service name, title or slogan.

(G) based upon or arising out of any actual or alleged violation of:

(1) The Racketeer Influenced and Corrupt Organizations Act;

(2) The Securities Act of 1933;

- (3) The Securities Exchange Act of 1934;
- (4) The Sarbanes-Oxley Act of 2002;
- (5) any State Blue Sky or Securities Law;
- (6) Section 113, Truncation of Credit Card and Debit Card Numbers, of the Fair and Accurate Trade Transactions Act (FACTA), as defined in 15 U.S.C § 1681;

or any amendments thereto, including any rules or regulations issued in relation to such acts, or any other similar local, state, federal or foreign statutes, laws, rules, regulations or ordinances.

(H) based upon or arising out of any actual or alleged deceptive or unfair business practices, violation of consumer protection laws (except **Privacy Regulations** for **Claims** under Insuring Agreement **I.(B)**) or false or deceptive advertising, any antitrust violation, restraint of trade, unfair competition, violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, or any amendments thereto, or any other similar federal, state, local or foreign statutes, laws, rules, regulations or ordinances.

(I) for:

- (1) **Bodily Injury**; or
- (2) **Property Damage**.

However, this Exclusion shall not apply to a **Claim** based upon or arising out of the performance or failure to perform **Professional Services**, as long as the **Bodily Injury** or **Property Damage** was not directly caused by an **Insured**.

(J) based upon or arising out of any **Insured's** failure to procure or maintain any form of insurance, suretyship or bond.

(K) based upon or arising out of any warranty or guarantee made by any **Insured**. This Exclusion shall not apply to the warranty or guarantee that **Professional Services** adhere to the generally accepted standard of care applicable to those **Professional Services**.

(L) based upon or arising out of breach of contract by any **Insured**, unless such liability would have attached to that **Insured** even in the absence of such contract.

(M) based upon or arising out of a nuclear reaction, radiation, or contamination or originating from a nuclear facility where nuclear material is stored or disposed of, or where a nuclear reactor is located, under any circumstances and regardless of cause.

(N) based upon or arising out of the actual or alleged discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, asbestos, lead, radon, smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous

materials or waste materials (including materials to be recycled, reconditioned or reclaimed) on, in, into, or upon land and structures thereupon, the atmosphere, any watercourse, body of water or groundwater.

This Exclusion shall also apply to any **Claim** made against an **Insured** based upon or arising out of an **Insured's** failure to disclose the existence of pollutants.

- (O) based upon or arising out of any actual or alleged **Privacy Breach** or **Security Breach**, except to the extent coverage is provided pursuant to **Insuring Agreement I.(B)**.
- (P) based upon or arising out of any person's actual or alleged performance, or failure to perform professional services as, including, but not limited to, an attorney, certified financial planner, registered investment advisor, mortgage broker, business broker, mortgage banker, insurance agent or broker, asset manager, securities broker/dealer, property developer, builder, construction manager, architect or engineer.
- (Q) based upon or arising out of any actual or alleged violation of local, state, federal or foreign law, regulation or ordinance pertaining to unsolicited telemarketing, solicitations, emails, faxes, text messages or any other communications of any type or nature.
- (R) brought by any federal, state, provincial or local governmental entity (with the exception of the coverage afforded under Section **II.(A)** for Disciplinary Proceedings or the coverage afforded under Section **II.(B)** for Subpoena Response Assistance), including, but not limited to, any actions, decisions, orders, proceedings or investigations by the United States Federal Trade Commission, the United States Federal Communications Commission, or the United States Department of Health and Human Services.
- (S) for any actual or alleged overcharging of fees for **Professional Services**.
- (T) based on or arising out of **Professional Services** performed for any entity, including an entity held in a **Personal Trust**, if at the time of the act or omission giving rise to the **Claim**, the **Insured**, or the **Insured's** spouse, was a director, officer or partner of, or had management responsibilities for, such entity, or was the owner of more than a twenty percent (20%) equity interest in such entity.
- (U) based on or arising out of **Professional Services** rendered by an **Insured** as an executor, administrator or personal representative of an estate or as a trustee if the **Insured** or the **Insured's** spouse are a beneficiary or distributee of said estate and trust.
- (V) based on or arising out of an **Insured's** capacity as:
 - (1) an officer, director, trustee, partner or other member of a governing body of an entity, other than the **Named Insured**;
 - (2) a guardian or conservator of an individual;
 - (3) a conservator of an entity;

- (4) a trustee for an investment fund established for the benefit of any entity or group of unrelated individuals. This Exclusion shall not apply to an accountant when acting as a trustee for a **Personal Trust**; or
 - (5) a plan administrator of an employee benefit plan, or the trustee of any trust established to fund such plan, or any other fiduciary of such plans, regardless of whether the **Claim** is brought against the **Insured** under the Employee Retirement Income Security Act of 1974, its amendments or any other similar state or local. This Exclusion does not apply if the **Insured** is deemed to be a fiduciary solely by virtue of **Professional Services** the **Insured** renders as an accountant to the plan, including accounting, audit, attest, consulting, tax, investment advisory services, or administrative services to an employee benefit plan as an independent third party consultant.
- (W) based on or arising out of the gaining of any personal profit or advantage to which an **Insured** is not legally entitled in the rendering of **Professional Services** in the **Insured's** capacity as a **Personal Fiduciary**. However, the Company shall provide the **Insured** with a defense of such **Claim** unless or until such personal profit or advantage to which the **Insured** is not entitled is established in a final, non-appealable adjudication in any action or proceeding. Such defense will not waive any of the Company's rights under this Policy. **Criminal Proceedings** are not covered under this Policy regardless of the allegations made against the **Insured**.
- (X) based on or arising out of any **Insured's** auditing of public limited companies, publicly traded corporations or other entities which are permitted to offer their shares to the public.

VI. EXCLUSIONS AS TO INSURING AGREEMENT B ONLY

In addition to the Exclusions under Section V., with respect to **Insuring Agreement I.(B)** only, this Policy does not apply to any **Claim, Claim Expenses, Notification Expenses** or **Loss**:

- (A) based upon or arising out of war, invasion, acts of foreign enemies, actual or alleged terrorism, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military acts or usurped power.
- (B) based upon or arising out of fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, regardless of the cause.
- (C) based upon or arising out of an **Insured's** intentional failure to disclose the loss of **Personal Information** in violation of any **Privacy Regulation** or common law.
- (D) based upon or arising out of:

- (1) any failure, outage, surge, brownout or blackout, or any other disruption of power, utility services, satellites, or telecommunications services not within an **Insured's** direct operational control; or
 - (2) any failure of telephone lines, cable lines, data transmission lines or other infrastructure comprising or supporting the **Internet** not within an **Insured's** direct operational control.
- (E) based upon or arising out of the **Insured's** failure to reasonably ensure that an **Insured's Computer System** is protected by security practices and systems maintenance procedures that are equal to or superior to those disclosed in the **Application** for this Policy.
- (F) based upon or arising out of:
- (1) the inability to use, or the lack of performance of, any software: (a) due to the expiration, cancellation or withdrawal of such software; (b) that had not yet been released to the production environment; or (c) that has not passed all test runs or proven successful in daily operations;
 - (2) any **Insured's** failure to take reasonable steps to use, design, maintain and/or upgrade its **Network Security**; or
 - (3) any inadequacy or weakness in any **Insured's Network Security** of which any **Insured** had knowledge prior to the Effective Date of this Policy.
- (G) based upon or arising out of 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 real or personal property, or that actually or allegedly causes **Bodily Injury** or **Property Damage**.
- (H) based upon or arising out of any failure or defective design, architecture or configuration of any **Insured's Computer System**, including, but not limited to, the failure to design for traffic and capacity requirements.

VII. LIMIT OF LIABILITY / DEDUCTIBLE

(A) Limit of Liability

The amount stated in the Declarations of this Policy shall be the Company's per **Claim** and maximum aggregate Limit of Liability for all **Loss**, including **Claim Expenses** and **Notification Expenses**, for all **Claims** first made during the **Policy Period**, including any Extended Reporting Period, if applicable.

(B) Exhaustion of Limit of Liability

The Company shall not be liable to pay any **Loss**, **Claim Expenses** or **Notification Expenses**, or continue the defense of any **Claim**, after the Limit of Liability, or applicable Sublimit of Liability, has been exhausted.

The payment of **Loss, Claim Expenses** or **Notification Expenses** by the Company reduces and may totally exhaust the applicable Limit of Liability, or applicable Sublimit of Liability.

(C) Deductible

- (1) The Deductible amount stated in the Declarations of this Policy shall apply to **Loss** and **Claim Expenses** for each **Claim**. The Company shall not be obligated to pay **Loss** or **Claim Expenses** until an **Insured** pays the applicable Deductible in full.
- (2) Notwithstanding paragraph **(C)**(1) above, an **Insured's** obligation and liability to pay the Deductible shall not exceed an Aggregate Deductible amount of three (3) times the Deductible amount stated in the Declarations of this Policy, for all **Claims** first made against an **Insured** and reported to the Company, in writing, during the **Policy Period**.

Any payments made to satisfy the retention or deductible under another policy of insurance shall not satisfy or apply towards the applicable Deductible, or any portion thereof, under this Policy.

(D) Mediation of Claims Deductible Credit

The Deductible amount stated in the Declarations of this Policy will be decreased by fifty percent (50%) and reimbursed to an **Insured** that paid the Deductible, subject to a maximum aggregate reduction of USD15,000, if a **Claim** is fully and finally resolved through **Mediation**. If such **Mediation** does not fully and finally resolve the **Claim**, there shall be no reduction of the Deductible obligation.

(E) Multiple Claims

Two or more **Claims** based upon or arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered a single **Claim** and shall be deemed to have been made when the first such **Claim** was made against any **Insured**. Further, any **Interrelated Wrongful Acts** shall be deemed to have been committed at the time when the first such **Wrongful Act** was committed. A single Deductible and a single per **Claim** Limit of Liability shall apply to any **Claim** or the total of all **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts**.

(F) Allocation

If a **Claim** made against any **Insured** includes both covered and uncovered allegations or is made against both an **Insured** and others not insured under this Policy, the **Named Insured** and the Company agree that there must be an allocation between insured and uninsured **Loss** and **Claim Expenses**. Additionally, the **Named Insured** and the Company agree that in determining a fair and appropriate allocation of insured and uninsured **Loss** and **Claim Expenses**, the parties will take into account the relative legal and financial exposures of, and

relative benefits obtained in connection with, the defense and/or settlement of the **Claim** by the **Named Insured** and others. If there is no agreement as to the allocation of **Claim Expenses**, the Company shall pay the allocated portion of **Claim Expenses** which the Company deems fair and appropriate until such time as an agreement can be reached. In addition, if there is no agreement on allocation of **Loss** and **Claim Expenses**, no presumption as to allocation shall exist in any arbitration, suit or other proceeding.

VIII. TERRITORY

This Policy shall apply to **Wrongful Acts** arising from **Professional Services** worldwide, provided always that the **Claim** against an **Insured** is made, filed and maintained within the United States of America, its territories and possessions.

IX. NOTIFICATION

(A) As a condition precedent to any available rights under this Policy, if any **Claim** is made against any **Insured**, any **Insured** shall give written notice of the **Claim** to the individual designated in the Declarations of this Policy as soon as practicable but no later than sixty (60) days after the end of the **Policy Period** or during any Extended Reporting Period, if applicable.

(B) Solely with respect to the coverage provided in **Insuring Agreement I.(A)**, if, during the **Policy Period**, any **Insured** first becomes aware of any circumstance that may lead to a **Claim**, and if any **Insured**, during the **Policy Period** (which shall not include the sixty (60) days after the end of the **Policy Period** or any Extended Reporting Period) gives written notice to the Company of:

- (1) the circumstances (including the names of the parties involved);
- (2) the specific alleged **Wrongful Act**; and
- (3) the consequences that have resulted or may result therefrom;

then any **Claim** subsequently made against any **Insured** arising in whole or in part out of such circumstances shall be deemed for the purposes of this Policy to have been first made on the date such circumstances were first reported to the Company. The Company shall have no obligation to pay any fees, expenses, or other amounts incurred prior to the time such circumstances become a **Claim** and written notice of such **Claim** is provided to the Company pursuant to Section **VIII.(A)**. This Section **IX.(B)** shall not apply to coverage under **Insuring Agreement I.(B)**.

X. CONDITIONS

(A) Assistance and Cooperation

Every **Insured** shall cooperate with the Company and its representatives and, upon the Company's request, shall submit to examination and interrogation by a representative of the Company, under oath if required; shall attend hearings, depositions and trials; shall assist in effecting settlement; shall cooperate in

securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits; and shall give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of investigation and/or defense, all without charge to the Company, except as stated in Section **II.(D)** of this Policy. Every **Insured** shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that any **Insured** may have.

As a condition precedent to every **Insured's** rights under this Policy, every **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation, or admit any liability with respect to any **Claim** without the prior written consent of the Company. Every **Insured** must take all reasonable action, within its ability, to prevent and/or mitigate any **Claim** or **Loss** to which this Policy applies and agrees that it shall not take any action which in any way increases the Company's exposure under this Policy.

(B) Subrogation

If any payment is made under this Policy, the Company shall be subrogated to the extent of such payment to all rights of recovery thereof, and any **Insured** shall execute all documents required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to effectively bring suit in the name of any **Insured**, and shall provide all other assistance and cooperation which the Company may reasonably require. An **Insured** shall do nothing after a **Claim** is made against an **Insured(s)** to prejudice the Company's subrogation rights.

All recoveries (after first deducting the legal fees and expenses incurred by the Company in obtaining such recovery) shall first be paid to the Company to the extent of any **Loss** or **Claim Expenses** incurred by the Company, with the balance paid to an **Insured**.

(C) Other Insurance

This Policy shall be excess over any other valid and collectible insurance, including the amount of any deductibles and/or retentions, available to any **Insured**, including any insurance under which there is a duty to defend and regardless of whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such insurance is written specifically as excess insurance of this Policy by reference in such other policy to the Policy number as set forth in the Declarations of this Policy.

(D) Cancellation

The **Named Insured** may cancel this Policy by giving advance written notice to the Company stating when thereafter cancellation shall take effect.

If the Company decides to cancel this Policy, the Company will mail a written notice to the **Named Insured** stating on what date cancellation shall be effective and the reason for cancellation. If the reason is because of non-payment of premium, then the date of cancellation will be at least ten (10) days from the date of the

Company's notice of cancellation. If it is for any other reason, then the date of cancellation will be at least sixty (60) days from the date of the Company's notice of cancellation.

If this Policy is cancelled by the Company before the Expiration Date the return portion of the premium shall be computed on a prorated basis. If the **Named Insured** elects to cancel this Policy before the Expiration Date, the Company will return ninety percent (90%) of the unearned premium as computed on a prorated basis. Cancellation is not contingent upon acceptance by the **Named Insured** of the unearned premium.

(E) Automatic Extended Reporting Period

If this Policy is cancelled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or for the non-payment of premium, or if the **Named Insured** cancels or chooses not to renew this Policy and the **Named Insured** has not obtained another policy of accountants' professional liability insurance, the Company will provide to the **Named Insured** an automatic, non-cancelable Extended Reporting Period starting at the termination of the **Policy Period**. This automatic Extended Reporting Period will terminate after sixty (60) days.

The Company's Limits of Liability for the automatic Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability applicable to the **Policy Period**.

(F) Optional Extended Reporting Period

If this Policy is cancelled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or for the non-payment of premium, or if the **Named Insured** cancels or chooses not to renew this Policy, then the **Named Insured** shall have the right, following the effective date of such cancellation, if applicable, or the Expiration Date of this Policy, to purchase an Optional Extended Reporting Period, upon written request and payment of an additional premium of up to the percentage of the full annual premium not to exceed:

- For 12 months: 100% of the full annual premium.
- For 24 months: 200% of the full annual premium.
- For 36 months: 225% of the full annual premium.
- For 48 months: 250% of the full annual premium.
- For 60 months: 275% of the full annual premium.

At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered fully earned.

Any such Optional Extended Reporting Period:

- (1) shall only apply with respect to any **Claim** first made during the Optional Extended Reporting Period and only with respect to any **Wrongful Acts**

committed on or after the applicable Retroactive Date and before the effective date of cancellation, if applicable, or the Expiration Date of this Policy;

- (2) shall be evidenced by issuance of an Endorsement to this Policy;
- (3) is subject to all of the terms, conditions, limitations and exclusions of this Policy;
- (4) shall require payment within thirty (30) days from the **Named Insured's** written request to bind such Optional Extended Reporting Period; and
- (5) shall be effective on the effective date of such cancellation, if applicable, or the Expiration Date of this Policy.

The aggregate Limit of Liability for the Optional Extended Reporting Period shall be part of, and not in addition to, the aggregate Limit of Liability for the **Policy Period** set forth in the Declarations. The purchase of the Optional Extended Reporting Period shall not increase or reinstate the Limit of Liability set forth in the Declarations, which shall be the Company's maximum liability for all **Loss**, including **Claim Expenses**, on account of all **Claims** first made during the **Policy Period** and Optional Extended Reporting Period.

As used herein, "full annual premium" means the equivalent annual premium level for the coverage terms in effect immediately prior to the end of the **Policy Period**.

A change in Policy terms, conditions or exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the **Named Insured's** right to purchase the Optional Extended Reporting Period.

The rights contained in this provision shall terminate, however, unless the **Named Insured** provides written notice of such election to purchase the Optional-Extended Reporting Period to the Company within thirty (30) days of the effective date of cancellation, if applicable, or the Expiration Date of this Policy. Furthermore, as a condition precedent to the **Named Insured's** rights to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid in full and any outstanding Deductible fully satisfied.

(G) Unlimited Non-Practicing Extended Reporting Period

If an **Insured**:

- (1) is a sole practitioner;
- (2) ceases the practice of covered **Professional Services** during the **Policy Period**;
- (3) has been continuously insured by the Company for at least five (5) consecutive years;
- (4) ceases the performance of all **Professional Services** covered by this

Policy; and

(5) is fifty-five (55) years of age or older;

then such **Insured** has the right, for no extra charge, to elect an Unlimited Non-Practicing Extended Reporting Period in which to report **Claims** first made against the **Insured** for any actual or alleged negligent act, error or omission occurring prior to the termination of the **Policy Period** and otherwise covered by this Policy. Such Unlimited Non-Practicing Extended Reporting Period must be elected within sixty (60) days of the **Insured's** retirement or ceasing the practice of **Professional Services** covered by this Policy.

The aggregate Limit of Liability for the Unlimited Non-Practicing Extended Reporting Period shall be the Limit of Liability in effect on the date such **Insured** retires or ceases the performance of all **Professional Services** covered by this Policy.

However, there is no right to an Unlimited Non-Practicing Extended Reporting Period if this Policy is cancelled or non-renewed by the Company for fraud, material misrepresentation, material omission or for the non-payment of premium.

(H) Death or Disability of an Insured Extended Reporting Period

If an **Insured** dies during the **Policy Period**, such **Insured** will be provided with a Death Extended Reporting Period commencing after the termination of the **Policy Period** at no additional premium until the executor or administrator of the estate is discharged, provided always that the death did not result from an intentionally self-inflicted injury, suicide or alcohol or drug abuse, and provided always that written notification and written proof of death of the **Insured** is provided within sixty (60) days of the date of death or prior to the end of the **Policy Period**, whichever is earlier.

The aggregate Limit of Liability for the Death Extended Reporting Period shall be the Limit of Liability in effect on the date of death of the **Insured**.

If an **Insured** becomes **Totally and Permanently Disabled** during the **Policy Period**, such **Insured** will be provided with a Disability Extended Reporting Period commencing after the termination of the **Policy Period** at no additional premium until the **Insured** is no longer **Totally and Permanently Disabled**. A condition to the Extended Reporting Period for total and permanent disability will be that the **Insured** has had continuous coverage with the Company for at least five (5) consecutive prior full years, the **Insured** or his legal guardian provides written notice of the disability to the Company within sixty (60) days or prior to the termination of the **Policy Period**, whichever is earlier, and the **Insured** or the **Insured's** legal guardian provides a physician's written certification of the disability, including the date it began.

The aggregate Limit of Liability for the Disability Extended Reporting Period shall be the Limit of Liability in effect on the date when the **Insured** becomes **Totally and Permanently Disabled**.

However, there is no right to a Death or Disability of an Insured Extended Reporting Period if this Policy is cancelled or non-renewed by the Company for fraud, material misrepresentation, material omission or for the non-payment of premium.

(I) Action Against the Company

No action shall lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this Policy, nor until the amount of an **Insured's** obligation to pay with respect to a **Claim** has been finally determined either by judgment against an **Insured** after actual trial or by written agreement of an **Insured**, the claimant and the Company.

Any individual or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No individual or organization shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine an **Insured's** liability, nor shall the Company be impleaded by any **Insured** or their legal representative.

(J) Assignment

No assignment of interest under this Policy shall bind the Company unless its prior written consent is endorsed hereon.

(K) Authorization Clause

The **Named Insured**, designated in the Declarations of this Policy, shall have the sole authority and responsibility to act on behalf of every **Insured** with respect to: (1) the payment or return of premium; (2) the receipt and agreement of any Endorsements issued to form a part of this Policy; (3) the exercise of the rights provided in Section **III.(B)** regarding consent to settlement; and (4) the exercise of the rights provided in Section **X.(E)** regarding the Automatic Extended Reporting Period, Section **X.(F)** regarding the Optional Extended Reporting Period, Section **X.(G)** regarding the Unlimited Non-Practicing Extended Reporting Period and Section **X.(H)** regarding the Death or Disability of an Insured Extended Reporting Period.

By acceptance of this Policy, each **Insured** under this Policy understands and agrees that the **Named Insured** shall have the authority set forth in this Section **X.(K)**.

(L) Representations

- (1) Each **Insured** represents and acknowledges that statements made in the **Application**, and the information submitted therewith, are true and accurate, and that such statements and information:
 - (a) are the bases upon which this Policy was issued and are considered to be incorporated herein and form a part of this Policy; and

(b) are deemed material to the acceptance of the risk assumed by the Company under this Policy.

(2) Each **Insured** understands and agrees that this Policy was issued in reliance upon the truth and accuracy of the representations, statements and information made in or submitted with the **Application**.

(M) False or Fraudulent Claims

If any **Insured** shall commit fraud in proffering any **Claim** with regard to amount or otherwise, this Policy in its entirety shall be void from the date such fraudulent **Claim** is proffered.

(N) Bankruptcy

Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

(O) Office of Foreign Assets Control

Payment of **Loss, Claim Expenses** and **Notification Expenses** under this Policy shall only be made in full compliance with all United States of America economic or trade sanctions, laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

(P) Headings

The titles of the various paragraphs of this Policy and its Endorsements are inserted solely for convenience or reference, and are not to be deemed in any way to limit or affect the provision to which they relate.

(Q) Policy Conformance

Any terms of this Policy that are in conflict with any local or state law, regulation or ordinance of the state that applies, will be thereby amended to the extent necessary in order to conform to such local or state law, regulation or ordinance.

XI. MATERIAL CHANGES

(1) If, during the **Policy Period**, the total number of accountants in the **Named Insured** increases by more than fifty percent (50%), the **Named Insured** shall immediately give the Company written notice thereof, and the Company will be entitled to impose such additional coverage terms and charge such additional premium in connection therewith as the Company, in its sole discretion, may require. If the **Named Insured** does not accept any such additional coverage terms and/or such additional premium, no coverage shall apply under this Policy ab initio with respect to any **Claim** based on or arising out of **Professional Services** performed by a person who was not a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee of the **Named Insured** at the inception of the **Policy Period**.

- (2) If, during the **Policy Period**, any of the following events take place:
- (a) the merger with or acquisition of the **Named Insured** by another entity such that the **Named Insured** is not the surviving entity, or the acquisition of substantially all of the assets of the **Named Insured**; or
 - (b) the dissolution of, or appointment of a receiver, conservator, trustee, liquidator or rehabilitator or similar official for the **Named Insured**;

then the **Named Insured** shall report the event to the Company as soon as practicable. This Policy will apply to **Claims** for **Wrongful Acts** in rendering **Professional Services** committed before such event, but this Policy will not apply to any **Claims** for such **Wrongful Acts** committed after such event.

XII. ENTIRE AGREEMENT

By acceptance of this Policy, the **Named Insured** agrees that this Policy embodies all agreements existing between the **Named Insured** and the Company or any of its agents relating to this Policy. Notice to any agent or knowledge possessed by any agent or other individual acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights under the terms of this Policy, nor shall the terms be waived or changed except by written endorsement or rider issued by the Company and signed by an authorized representative of the Company to form a part of this Policy.