

#### ALLIED WORLD INSURANCE COMPANY

199 Water Street, New York, NY 10038 · Tel. (646) 794-0500 · Fax (646) 794-0611

# FORCEFIELD® PUBLIC COMPANY

## DIRECTORS & OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

POLICY NUMBER: AWAC-DO-1123-19 RENEWAL OF: AWAC-DO-1123-18

## **NOTICES**

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE AFFORDED BY THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST ANY INSURED, OR PRE-CLAIM INQUIRIES FIRST RECEIVED BY ANY INSURED PERSON, DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.

THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY THE PAYMENT OF DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND.

PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

## **DECLARATIONS**

**ITEM 1:** PARENT COMPANY: Apple Inc.

ADDRESS: One Apple Park Way, Cupertino, CA 95014

**ITEM 2:** POLICY PERIOD: From: 9/30/2019 To: 9/30/2020

(12:01 a.m. Local Time at the address stated in Item 1)

**ITEM 3:** LIMIT OF LIABILITY: \$ 10,000,000

aggregate for all Loss under this Policy, including Defense

Costs

## **DECLARATIONS** (continued)

POLICY NO.: AWAC-DO-1123-19

#### **ITEM 4:** SUB-LIMITS OF LIABILITY:

A. Derivative Investigation Costs

Sublimit of Liability \$10,000,000 in the aggregate

B. Crisis Response Costs

Sublimit of Liability \$10,000,000 in the aggregate

C. Reputation Costs

Sublimit of Liability \$10,000,000 in the aggregate

\$1,000,000 per Insured Person

D. Asset Protection Costs

Sublimit of Liability \$10,000,000 in the aggregate

\$ 1,000,000 per Insured Person

## **ITEM 5:** RETENTION UNDER INSURING AGREEMENTS B AND C:

A. Securities Claim other than \$1,500,000

M&A Claim:

B. M&A Claim: \$ 1,500,000

C. Any other Claim: \$ 1,500,000

No Retention shall apply to: (i) Insuring Agreement A;

(ii) Derivative Investigation Costs;

(iii) Crisis Response Costs;

(iv) Reputation Costs;

(v) Liberty Protection Costs;

(vi) Asset Protection Costs; or

(vii) Defense Costs for E-Discovery Consultant

Services

**DECLARATIONS** (continued)

**ITEM 6:** PENDING OR PRIOR DATE: 9/30/2001

**ITEM 7:** PREMIUM: \$250,000

**ITEM 8:** DISCOVERY PERIOD:

1 Year:	125 %		
3 Years:	175 %		
6 Years:	tbd%		

ITEM 9:	VITIED	WORLDWIDE <sup>S</sup>	$^{ m M}$ inclid $^{ m M}$	NCE DDO	CDAM
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Participation in the ALLIED WORLDWIDE<sup>SM</sup> Insurance Program is:

elected not elected

## ITEM 10: ADDRESS OF INSURER FOR NOTICES UNDER THIS POLICY:

## A. Claim-Related Notices:

E-mail: <u>AWACUS.FinancialClaims@awac.com</u>

Fax: 860.284.1307

ALLIED WORLD INSURANCE COMPANY

ATTN: CLAIMS DEPARTMENT 1690 New Britain Ave., Suite 101

Farmington, CT 06032

# B. All Other Notices:

ALLIED WORLD INSURANCE COMPANY ATTN: PROFESSIONAL LIABILITY UNDERWRITING 199 WATER STREET

NEW YORK, NY 10038

**IN WITNESS WHEREOF**, the Insurer has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

President

Asst. Secretary

Karen Colom

POLICY NO.: AWAC-DO-1123-19

**AUTHORIZED REPRESENTATIVE**