



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:

RENEWAL OF:

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:

ADDRESS:

ITEM 2: POLICY PERIOD:

From:

To:

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

ITEM 3: LIMIT OF LIABILITY:

\$

aggregate for all **Loss** under this Policy, including Defense Costs

DECLARATIONS (continued)**POLICY NO.:****ITEM 4: SUB-LIMITS OF LIABILITY:**

- | | | |
|-----------------------------------|----|--------------------|
| A. Derivative Investigation Costs | | |
| Sublimit of Liability | \$ | in the aggregate |
| | | |
| B. Crisis Response Costs | | |
| Sublimit of Liability | \$ | in the aggregate |
| | | |
| C. Reputation Costs | | |
| Sublimit of Liability | \$ | in the aggregate |
| | \$ | per Insured Person |
| | | |
| D. Asset Protection Costs | | |
| Sublimit of Liability | \$ | in the aggregate |
| | \$ | per Insured Person |

ITEM 5: RETENTION UNDER INSURING AGREEMENTS B AND C:

- | | |
|---|----|
| A. Securities Claim other than M&A Claim: | \$ |
| | |
| B. M&A Claim: | \$ |
| | |
| C. Any other Claim: | \$ |

- | | | |
|------------------------------|-------|---|
| 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)

POLICY NO.:

ITEM 6: PENDING OR PRIOR DATE:

ITEM 7: PREMIUM:

ITEM 8: DISCOVERY PERIOD:

1 Year:	%
3 Years:	%
6 Years:	<i>tbd</i> %

ITEM 9: ALLIED WORLDWIDESM INSURANCE PROGRAM

Participation in the ALLIED WORLDWIDESM Insurance Program is:

☐ elected ☐ not elected

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

A. Claim-Related Notices:

E-mail: AWACUS.FinancialClaims@awac.com

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

AUTHORIZED REPRESENTATIVE