

THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS, AND DEFINITIONS. PLEASE READ IT CAREFULLY.

CYBER COVERAGE INSURANCE

THE ENDORSEMENT'S AGGREGATE LIMIT OF LIABILITY WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DAMAGES, CLAIM EXPENSES, PRIVACY BREACH EXPENSES AND BUSINESS INCOME LOSS AND EXTRA EXPENSES.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine rights what is and what is not covered, in addition to rights and duties.

Throughout this Endorsement the words in **bold** are defined terms within "Section II, Definitions" section of this Endorsement. Throughout this Endorsement, the words "**you**" and "**your**" refer to the **Insured** and the words "**we**," "**us**," and "**our**" refer to the Company providing this insurance as defined in "Section II, Definitions".

SCHEDULE

Coverage	Limit of Insurance/ Sublimit of Insurance	Deductible / Waiting Period
A. Third Party Cyber Liability Coverage	\$25,000	\$1,000
Sublimit for all PCI Fines which is part of and not in addition to the Third Party Cyber Liability Coverage Limit.	\$10,000	
B. Regulatory Proceeding Coverage	\$25,000	\$1,000
Sublimit for all Regulatory Fines which is part of and not in addition to the Regulatory Proceeding Coverage Limit.	\$10,000	
C. First Party Privacy Breach Expense Coverage	\$25,000	\$1,000
Sublimit for all Extortion Threat Expenses for each Extortion Threat which is part of and not in addition to the First Party Privacy Breach Expense Coverage Limit.	\$10,000	
Sublimit for all Data Replacement and System Restoration Expenses for each System Compromise which is part of and not in addition to the First Party Privacy Breach Expense Coverage Limit.	\$10,000	
D. First Party Business Interruption Coverage Aggregate	\$25,000	24 Hours
E. Cyber Coverage Aggregate	\$25,000	
Endorsement Premium	\$77.00	

Endorsement Period: From 10/11/2020 to 10/11/2021

At 12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein

SECTION I – COVERAGES

A. INSURING AGREEMENTS

1. Third Party Cyber Liability Coverage:

We will pay on **your** behalf those **Damages** and **Claim Expenses** **you** become legally obligated to pay resulting from any **Claim**, provided such **Claim** is first discovered by **you** during the **Endorsement Period** or within thirty (30) days after the end of the **Endorsement Period** if this Endorsement is not renewed and is reported to **us** in accordance with "Section V. CONDITIONS C.", for any:

- a. **Media Wrongful Act;**
- b. **Network Security Wrongful Act;**
- c. **Privacy Wrongful Act;**
- d. **PCI Fines.**

2. Regulatory Proceeding Coverage:

We will pay on **your** behalf those **Claim Expenses** and **Regulatory Fines** **you** become legally obligated to pay resulting from any **Regulatory Proceeding** for a **Privacy Wrongful Act**, provided such **Regulatory Proceeding** is first discovered by **you** during the **Endorsement Period** or within thirty (30)

days after the end of the **Endorsement Period** if this Endorsement is not renewed and is reported to **us** in accordance with "Section V. CONDITIONS C."

3. First Party **Privacy Breach Expense** Coverage:

We will pay the **Named Insured** those **Privacy Breach Expenses** directly incurred in responding to a **Privacy Breach Event, System Compromise** or **Extortion Threat**, provided such **Privacy Breach Event, System Compromise** or **Extortion Threat** is first discovered by **you** during the **Endorsement Period** or within thirty (30) days after the end of the **Endorsement Period** if this Endorsement is not renewed and is reported to **us** in accordance with "Section V. CONDITIONS C."

4. First Party Business Interruption Coverage:

We will pay the **Named Insured** for the **Business Income Loss** and **Extra Expense** the **Named Insured** sustained during a **Reconstruction Period** directly caused by a **Network Disruption** to the **Named Insured's Computer System**, provided such **Network Disruption** is first discovered by **you** during the **Endorsement Period** or within thirty (30) days after the end of the **Endorsement Period** if this Endorsement is not renewed and is reported to **us** in accordance with "Section V. CONDITIONS C."

B. **Our Rights and Duties in the Event of Claims**

We have the right and duty to defend, and pay on **your** behalf any **Claim Expenses** resulting from, any **Claim** to which this insurance applies, even if the allegations are groundless, false, or fraudulent. **We** have the right to investigate, direct the defense and/or settle any **Claim** as **we** deem expedient. **Our** duty ends when the Endorsement's applicable Limit of Insurance has been exhausted by our payment of **Damages, Claim Expenses, Regulatory Fines, Privacy Breach Expenses** or **Business Income Loss** and **Extra Expense** or **we** have deposited the Endorsement's remaining applicable Limit of Insurance with a court of competent jurisdiction. **We** have no obligation or duty to defend any **Claim** or pay any **Claims Expenses** for which coverage is excluded or not otherwise afforded by the Endorsement.

SECTION II – DEFINITIONS

A. **Attack** means any unauthorized intrusion or denial of service, including any **Malicious Code** or variant thereof, **Network Disruption, System Compromise, Unauthorized Access** or **Unauthorized Use** into the **Named Insured's Computer System**.

B. **Business Income Loss** means net profit the **Named Insured** would have earned before taxes during the **Reconstruction Period**, in excess of

the Waiting Period Deductible indicated in the Schedule, if no **Network Disruption** taken place. **Business Income Loss** shall not include any contractual penalties.

C. **Claim** means:

1. A written demand or assertion of a legal right for money or services received by **you** for a **Wrongful Act**, including service upon **you** of a lawsuit or arbitration proceeding seeking injunctive relief for a **Wrongful Act**;

2. A **PCI Fine Assessment** against the **Named Insured**.

A **Claim** does not include a **Regulatory Proceeding**.

D. **Claim Expenses** means with respect to any **Claim** or **Regulatory Proceeding**:

1-1. Reasonable and necessary fees, costs and expenses charged by any lawyer or other vendor designated or approved in writing by **us** directly resulting from the investigation, adjustment, settlement and/or defense of such **Claim** or **Regulatory Proceeding**;

1-2. Reasonable and necessary expenses charged by a vendor designated or approved in writing by **us** to investigate an **Unauthorized Access** or **Unauthorized Use** of the **Named Insured's Computer System** to determine how **Protected Information** was accessed;

1-3. All interest on the full amount of any covered judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or have deposited into a court of competent jurisdiction that part of the judgment which is within the remaining applicable Limits of Insurance; and

1-4. The premiums for appeal, attachment, or similar bonds, but only for bond amounts within the applicable Limits of Insurance. **We** do not have to furnish these bonds.

Claim Expenses do not include:

2-1. Fees, costs or expenses in responding to a **PCI Fine Assessment**;

2-2. Salaries, wages, fees, remuneration, overhead, benefits or expenses of **our** or **your** employees or officials;

2-3. Fees, costs, or expenses incurred prior to the time that a **Claim** or **Regulatory Proceeding** is reported to **us** or paid or incurred without **our** prior written consent, and such unilaterally incurred fees, costs or expenses shall not reduce any deductible under the Endorsement;

2-4. Costs to inspect, investigate, withdraw, alter, recall, reprocess, restore, replace, retract, amend, reprint, reproduce, remediate, correct, enhance, upgrade or modify **Electronic Media**;

- 2-5. Costs and expenses to comply with any injunctive or other non-monetary equitable, declaratory, regulatory or administrative relief, including specific performance, or any agreement to provide such relief;
- 2-6. Costs or expenses incurred to prevent future **Unauthorized Access or Unauthorized Use** of the **Named Insured's Computer System**;
- 2-7. Any fines or penalties assessed as a result of a **Regulatory Proceeding**.
- E. Computer System** means any electronic device, electronic and paper storage media as well as any communications networks owned or operated exclusively for the benefit of a single owner. **Computer System** includes outsourced Cloud based storage.
- F. Damages** means any monetary amount which **you** become legally obligated to pay as the result of a **Claim**, including judgments, awards, damages, settlements to which **we** have consented in writing, prejudgment and post-judgment interest awarded which directly arise from and correspond to the portion of any judgment attributable to a covered **Claim**.
- Damages** do not include:
1. Any amount for which the **Insured** is not liable or legally obligated to pay;
 2. Punitive and exemplary damages, liquidated damages, taxes, fines or penalties, or any multiples thereof, other than **PCI Fines**;
 3. Matters uninsurable under the law applicable to this Endorsement;
 4. Past, present and future earned and unearned royalties, profits, fees, costs, expenses, commissions, or the return of royalties, profits, fees, costs, expenses, commissions, and profits unjustly held or obtained;
 5. Costs and expenses required to comply with any injunctive or other non-monetary equitable, declaratory, regulatory or administrative relief, including specific performance, or any agreement to provide such relief;
 6. Discounts, prizes, awards, coupons, or other incentives offered to the **Named Insured's** clients or customers.
- G. Electronic Media** means audio, digital, informational or visual material in electronic form transmitted over the Internet or other computer media; provided, however, **Electronic Media** does not include:
1. Material in print or in any form other than that transmitted electronically over the Internet or other computer media;
 2. Scripts or films for theatrical release, radio or television programming, or books, manuals or other content on disk, e-reader, tablet or similar device.
- H. Endorsement Period** means the period from the inception date stated in the Endorsement Schedule to the expiration date stated in the Endorsement Schedule, or its earlier cancellation date, if any.
- I. Exploit** means an **Attack** designed to find, create, or take advantage of vulnerabilities in a **Computer System**.
- J. Extortion Threat** means a credible threat or series of credible threats by a third party who is not an **Insured** to cause a **Privacy Breach Event**, or to cause or perpetuate a **Network Disruption** such as through ransomware, unless a money demand is paid by the **insured**. An **Extortion Threat** is first discovered by an **Insured** when it is first received by the **Insured**.
- K. Extra Expenses** means reasonable and necessary expenses the **Named Insured** incurs after a **Network Disruption** to reduce the **Named Insured's Business Income Loss** and to resume its normal operations.
- Extra Expenses** do not include:
1. Any contractual penalties;
 2. Any costs to update or upgrade the **Named Insured's Computer System** to a level beyond that which existed prior to the **Network Disruption**.
- L. Insured** means:
1. All entities identified in the policy Declarations (all of which are referred to as the "**Named Insured**");
 2. Employees (not including volunteer workers or independent contractors), principals, partners, executive officers or directors of the **Named Insured**, but solely while acting within their capacity and the scope of their duties for or on behalf of the **Named Insured**;
 3. In the event of death, incapacity, bankruptcy or insolvency of any person identified in sub-paragraph "2" above, such person's heirs, estate, executors, administrators and legal representative in his or her capacity as such.
- M. Malicious Code** means an unauthorized, unwanted, or harmful program, code, or script, including, but not limited to, any virus, Trojan horse, worm, time, logic bomb, spyware, and malware or spider ware.
- N. Media Wrongful Act** means any of the following actual or alleged unintentional and unknowing conduct by **you** directly relating to, in connection with or arising from the creation of **Electronic Media** which advertises or promotes the **Named Insured's** products or services:
1. Libel, slander or other defamation;
 2. Invasion or infringement of an individual's right to privacy or publicity;
 3. Disparaging a person's or organization's goods, products or services;

4. Infringement of copyright, plagiarism or misappropriation of ideas; or
 5. Infringement of trademark, title, slogan, trade name, trade dress, service mark or service name.
- O. Named Malicious Code** means an **Attack** caused by a **Malicious Code** or variant thereof that is identified or assigned a name by any United States government entity or a computer security or forensics entity, or anti-virus software vendor, including but not limited to CrowdStrike, Juniper Networks, Mandiant/FireEye, McAfee, Palo Alto Networks, RSA, Seculert/Radware, Symantec, or Verizon.
- P. Network Disruption** means a measurable interruption, failure, suspension, or delay in the performance of the **Named Insured's Computer System** directly caused by **your** unintentional failure to prevent an **Unauthorized Access or Unauthorized Use** of, the introduction of **Malicious Code** into, or a denial of service attack upon, such **Computer System**.
- Q. Network Security Wrongful Act** means **your** unintentional and unknowing failure to prevent an **Unauthorized Access or Unauthorized Use** of the **Named Insured's Computer System** that directly results in:
1. The inability of an **Insured** or authorized third party user to access the **Named Insured's Computer System**;
 2. The inability of an authorized third party user to access its computer system or network;
 3. The failure or corruption of a third party's computer system or network;
 4. **Your** transmittal or distribution of **Malicious Code** to a third party's computer system or network;
 5. The perpetuation of a denial of service attack on a third party's computer system or network.
- R. PCI Fine Assessment** means the assessment of or threat to assess **PCI Fines** by any bank or a payment card association due to the **Named Insured's** violation of any Payment Card Industry Data Security Standards. A **PCI Fine Assessment** is first discovered by the **Named Insured** when **you** first discovered the directly related **Privacy Breach Event** out of which the **PCI Fine Assessment** arises.
- S. PCI Fines** means all fines the **Named Insured** is obligated under contract to pay to its acquiring bank or a payment card association due to the **Named Insured's** violation of any Payment Card Industry Data Security Standards that were in effect when **you** first discovered the directly related **Privacy Breach Event**.
- T. Privacy Breach Event** means the theft or unauthorized disclosure of **Protected Information** due to the **Insured's** unintentional failure to

safeguard such **Protected Information**.

- U. Privacy Breach Expenses** mean the following amounts, if reasonable and necessary and directly incurred by or for the **Named Insured** in responding to a **Privacy Breach Event** or **System Compromise** or, solely with respect to an **Extortion Threat**, a **Network Disruption**:

1. Notification Expenses:

Notification fees and expenses charged by a vendor designated or approved in writing by **us** to notify a **Protected Person** of an **Unauthorized Access or Unauthorized Use** of his or her **Protected Information**, pursuant to applicable **Privacy Law** requirements or to minimize **Damages** otherwise covered under this Endorsement;

2. Monitoring Expenses:

Fees and expenses charged by a vendor designated or approved in writing by **us** to provide monitoring, identity theft, or fraud resolution services to a **Protected Person** affected by a **Privacy Breach Event**, pursuant to applicable **Privacy Law** requirements or to minimize **Damages** otherwise covered under this Endorsement;

3. Extortion Threat Expenses:

Expenses, ransom money including interest on any loan necessary to pay a ransom or reward money paid to any informant, if approved in writing by **us** to prevent or mitigate an **Extortion Threat**;

4. Data Replacement Expenses:

The reasonable and necessary fees, costs and expenses charged by a vendor designated or approved in writing by **us** to research, re-create or replace, from written records or partially or fully matching electronic data, any electronic data on the **Named Insured's Computer** damaged by a **System Compromise**;

5. System Restoration Expenses:

The reasonable and necessary fees and costs of a professional services firm we approve to restore the **Named Insured's Computer System**, if damaged by a **System Compromise**, to its operating performance immediately before the **System Compromise**, including costs to reinstall or replace software and remove **Malicious Code**;

6. Cyber Investigation Expenses:

Fees and expenses charged by a vendor designated or approved in writing by **us** to investigate the **Unauthorized Access or Unauthorized Use** of the **Named Insured's Computer System** from which **Protected Information** has been accessed in order to determine whether the **Named Insured** has an obligation to provide notice under **Privacy Law**; and

7. Crisis Management Expenses:

- a. Fees and expenses charged by a public relations firm, law firm or crisis management firm to perform crisis management services to minimize the potential harm to the **Named Insured's** business from a **Privacy Breach Event**; and
- b. Fees and expenses charged by a call center designated or approved in writing by us to provide assistance managing incoming calls in high volume **Privacy Breach Events**.

Privacy Breach Expenses shall not include:

1. Salaries, wages, fees, remuneration, overhead, benefits or expenses of **our** or **your** employees or officials;
2. Fees, costs or expenses to restore, replace, remediate, repair, correct, enhance, upgrade or otherwise modify, improve or make changes to the **Named Insured's Computer System** following or as a result of an actual or attempted **Unauthorized Access or Unauthorized Use** or **Privacy Breach Event**, including fees, costs or expenses to prevent a future **Unauthorized Access or Unauthorized Use** or **Privacy Breach Event**.

V. Privacy Law means any law or regulation applicable to persons and organizations who lawfully and permissibly obtain or possess a **Protected Person's Protected Information** requiring the posting of privacy policies, the adoption of specific privacy or security controls, or the notification of **Protected Persons** in the event their **Protected Information** has potentially been accessed or disclosed without authorization.

W. Privacy Wrongful Act means the following unintentional conduct resulting from your unintentional failure to safeguard **Protected Information** in the **Named Insured's** possession in the normal course of business:

1. **Your** actual or alleged violation of a **Privacy Law**; or
2. **Your** actual or alleged invasion or infringement of an individual's right to privacy or publicity.

X. Protected Information is defined as any personal information of an individual as defined in **Privacy Law**.

Y. Protected Person means a person whose **Protected Information** is protected from unauthorized disclosure or access by a **Privacy Law**.

Z. Reconstruction Period means the period of time:

1. After the application of the waiting period deductible stated in the Schedule;
2. Immediately following a **Network Disruption**; and
3. Ending at the earlier of 120 days after the time that the **Named Insured's Computer System**

was first interrupted by the **Network Disruption** or the resumption of the **Named Insured's** operations to substantially the same level that existed had the **Network Disruption** never taken place provided, however, that the **Named Insured** must make every effort to resume all or part of its operations as quickly as possible.

AA.Regulatory Fines means any fines or penalties assessed against a **Named Insured** as a result of a **Regulatory Proceeding**, provided such fines or penalties are insurable under the applicable law most favoring coverage for such fines or penalties.

BB.Regulatory Proceeding means a formal request to **you** for documentation made by, or an investigation or civil proceeding brought by, a regulatory body or regulator directly arising from **your** actual or alleged unintentional breach or violation of a **Privacy Law**.

CC.Related Claims means **Claims** based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way continuous, repeated, the same, related, or substantially similar facts, circumstances, subjects, situations, decisions, cause, persons, transactions, events, class of persons or events, or continuous, repeated, the same, related, or a substantially similar series of facts, circumstances, subjects, situations, decisions, persons, transactions, class of persons or events.

DD.Related Events means **Privacy Breach Events, System Compromises or Extortion Threats** based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way continuous, repeated, the same, related, or substantially similar facts, circumstances, subjects, situations, decisions, cause, persons, transactions, event, class of persons or events, or continuous, repeated, the same, related, or a substantially similar series of facts, circumstances, subjects, situations, decisions, persons, transactions, class of persons or events.

EE.System Compromise means any **Unauthorized Access or Unauthorized Use** of the **Named Insured's Computer System** that materially degraded or damaged the performance of the **Named Insured's Computer System** or corrupted or destroyed any electronic data in the **Named Insured's Computer System**.

FF.Unauthorized Access or Unauthorized Use means:

1. Access to or use of the **Named Insured's Computer System** by a person or organization not authorized to do so, or the access to or use of the **Named Insured's Computer System** by an authorized person in an unauthorized manner.
2. A **Malware Attack** or unauthorized intrusion which results in access to or use of the **Named Insured's Computer System**.

GG.Wrongful Act means a **Media Wrongful Act**, **Network Security Wrongful Act**, or **Privacy Wrongful Act**.

SECTION III – EXCLUSIONS

A. We shall not be liable to pay, indemnify or reimburse **Damages** or **Claim Expenses** or **Regulatory Fines** from any **Claim** or **Regulatory Proceeding**, or any **Privacy Breach Expenses**, **Business Income Loss** or **Extra Expenses**, based on, resulting from or arising out of:

1. Any actual or alleged direct creation of **Malicious Code** by you.
2. Any **Attack** into or of the **Named Insured's Computer System** unless such attack is determined to be an **Exploit** unique to the **Named Insured's Computer System** and specifically-targeted-at-and-specifically directed against the **Named Insured**.
3. **Named Malicious Code**.
4. The unsolicited dissemination of any communication to actual or prospective customers of the **Insured** or any third party, or any actual or alleged violation of the Telecommunications Act, the CAN-SPAM Act, or any other federal, state or local legislation, regulation or law protecting a person's or entity's right of seclusion or privacy.
5. Any seizure, nationalization, confiscation, destruction, deletion or expropriation of any **Protected Information** or any **Computer System** held or used by you by order of any governmental authority.
6. Any costs or expenses incurred by you or others to inspect, investigate, withdraw, alter, recall, reprocess, restore, replace, retract, amend, reprint, reproduce, remediate, correct, enhance, upgrade or otherwise modify any product, service or media of or for you, or any part of any such product, service or media. However, this exclusion shall not apply to any **Data Replacement Expenses** or **System Restoration Expenses** that constitute **Privacy Breach Expenses**, if the **Data Replacement Expenses** or **System Restoration Expenses** otherwise are covered.
7. Any actual or alleged unlawful or unauthorized obtaining, gathering, collecting, acquiring, using, distribution or sale by you of any information of any type, nature, or kind, including **Protected Information**.
8. Any actual or alleged:
 - a. Dishonest, fraudulent, criminal or malicious act, error or omission by you; or
 - b. Your intentional or knowing **Unauthorized Access** or **Unauthorized Use**, tampering with, denial of service attack, or otherwise limiting or preventing the use of the **Named Insured's Computer System** or any third party's computer system or network;

Provided, however, the above sub-parts shall not apply:

- i. To any **Insured** who did not intentionally and knowingly commit, acquiesce or participate in the conduct that gave rise to the **Claim** or **Privacy Breach Event**;
- ii. In the absence of a final judgment, adjudication or binding arbitration ruling adverse to such **Insured**.

Upon such final adverse judgment, adjudication, or final arbitration ruling, the **Insured** shall reimburse us for all **Damages**, **Privacy Breach Expenses**, and **Claim Expenses** we have incurred or paid.

9. Any actual electrical or mechanical failures, including power interruption, surge, brownout or blackout, or defect of telephone, telecommunications, or data transmission lines, services, equipment, or infrastructure.
10. Any Internet System failure, Internet Service failure, Internet Service Provider failure, or failure of any device or system that is not owned or leased by you and is operated under your control.
11. Any failure or interruption of service of a cloud provider or other entity providing hardware or software services to you over the Internet, including the provision of software as a service, infrastructure as a service, platform as a service, or data storage as a service, except that this exclusion shall not apply to entities hosting hardware or software that you own, lease, or control.
12. Any actual or alleged patent infringement or theft, copying, misappropriation, display, or publication of any patent, process, confidential or proprietary information, or trade secret.
13. The outsourcing of data processing and other business functions to a location outside the United States, Canada, or European Union when the outsourced activity involves **Protected Information** in your care, custody, or control. However, this exclusion does not apply as respects Cloud based storage.
14. Any actual or alleged gaining in fact of any profit or advantage to which you are not legally entitled.
15. Any actual or alleged:
 - a. Bodily injury, sickness, disease or death of any person;
 - b. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof, or loss of use of tangible property which has not been physically injured, lost, damaged or destroyed;

Provided, however, this exclusion shall not apply to a **Claim** for mental injury, mental anguish, or emotional distress directly resulting

from a **Privacy Wrongful Act** or a **Media Wrongful Act**.

16. Any actual or alleged breach of contract, agreement, understanding, warranty including but not limited to product warranty, or other guarantee or promise; provided, however;

- a. With respect to breach of contract only, this exclusion shall not apply to any liability that would have attached to you in the absence of such contract;
- b. This exclusion shall not apply to fines the **Named Insured** is obligated under contract to pay to its acquiring bank or a payment card association due to the **Named Insured's** violation of Payment Card Industry Data Security Standards (PCI-DSS).

17. Any liability or obligation assumed by **you** under any contract, agreement, understanding, warranty including but not limited to product warranty, or other guarantee or promise; provided, however, that this exclusion shall not apply to:

- a. Liability that would have attached to you in the absence of any such contract, agreement, understanding, warranty or other guarantee or promise: or
- b. Fines the **Named Insured** is obligated under contract to pay to its acquiring bank or a payment card association due to the **Named Insured's** violation of Payment Card Industry Data Security Standards (PCI-DSS).

18. Any fact, circumstance, subject, decision, transaction, event or situation:

- a. Which was the subject of notice prior to the inception of this Endorsement to any other insurance carrier under any other policy;
- b. Which any principal, partner, or executive officer of the **Named Insured** was aware prior to the Effective Date of this Endorsement issued by **Us** that such fact, circumstance, subject, decision, transaction, event or situation could reasonably have been expected to give rise to a **Claim, Regulatory Proceeding, Privacy Breach Event** or **Network Disruption**.

19. Any litigation, proceeding or investigation prior to or pending on the Effective Date of this Endorsement, or any **Claim, Regulatory Proceeding, Privacy Breach Event, Related Event, Related Claim**, fact, circumstance, subject, decision, transaction, event, situation, cause, proceeding or investigation underlying or alleged therein.

20. Any actual or alleged:

- a. Discrimination of any kind;
- b. Wrongful employment practice of any kind.

21. Any actual or alleged:

- a. Antitrust, restraint of trade, unfair, false or deceptive trade practice, or violation of any federal, state, local or foreign legislation, regulation or law prohibiting any antitrust activity, price fixing, price discrimination, monopoly or monopolization, predatory pricing, unfair competition, collusion, conspiracy or unfair, false, misleading or deceptive trade or business practice, advertising or promotion;
- b. False, misleading, deceptive, or fraudulent statement or representation advertising or promoting the products, services, or business of the **Insured**.

22. Any actual or alleged violation of any federal, state, local, or foreign securities-related legislation, regulation, or law.

23. Any:

- a. Nuclear reaction, nuclear radiation, radioactive contamination, radioactive substance, electromagnetic field, electromagnetic radiation, or electromagnetism.
- b. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution, insurrection, war-like action, coup, usurped powers or military power.
- c. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

24. The violation of any United States economic or trade sanction.

25. The presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any other substances, including asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment ("hazardous substances"), including:

- a. The cost of cleanup or removal of hazardous substances;
- b. The cost of such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances;
- c. The cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to property or the environment,

which may otherwise result; or

- d. Any cost, based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way any government direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize hazardous substances.

B. We shall not be liable to pay Damages or Claim Expenses or Regulatory Fines from:

- 1. Any **Claim** against **you** that is brought by or on behalf of:
 - a. Any other **Insured**, other than a **Claim** by an employee of the **Named Insured** for a **Privacy Wrongful Act**;
 - b. Any entity which is owned or controlled by, is under common ownership or control with, any **Insured**;
 - c. Any person or entity which owns or controls any **Named Insured**;
 - d. Any entity of which any **Insured** is a director, officer, partner or principal shareholder; or
 - e. Any independent contractor of an **Insured**.
- 2. Any **Claim** against **you** that is brought by or on behalf of any federal, state, local or foreign administrative, governmental, or regulatory agency, tribunal, body or similar or equivalent entity; however, this exclusion shall not apply if a **Claim** is brought by any such entity as a client and the **Claim** is for a **Wrongful Act** in connection with the client relationship between such entity and the **Named Insured**; or
- 3. Any **Claim** based on, resulting from or arising out of any **Media Wrongful Act** committed or which took place in whole or in part before the inception date of the earliest policy issued to the **Named Insured** that offered on a continuous basis the same or substantially equivalent coverage as the relevant coverage provided under this Endorsement;
- 4. Any **Claim** or **Regulatory Proceeding** based on, resulting from, arising out of or related to a **Privacy Breach Event**:
 - a. That was not timely reported to **us** under "Section V. CONDITION B."; or
 - b. That was not first discovered by **you** during the **Endorsement Period** or, if this Endorsement was not renewed, within thirty (30) days after the end of the **Endorsement Period**; or
- 5. Any **Claim** against **you** or brought by any insurer who may be liable under, any Workers' Compensation, Unemployment Compensation, Disability Benefits Law, the Employee Retirement Income Security Act of 1974, as amended, or any similar federal, state, local or foreign legislation, regulation or law.

SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE

- A. The Third Party Cyber Liability Coverage Limit of Insurance specified in "A" of the Schedule and the rules detailed below fix the maximum amount **we** are obligated to pay for all **Damages** and **Claim Expenses** from each **Claim** or **Related Claims** and all **Claims** or **Related Claims** under this Endorsement, as detailed in Insuring Agreement "A.1".

The Third Party Cyber Liability Coverage Limit of Insurance shall be part of, and not in addition to, the Cyber Coverage Aggregate Limit of Insurance specified in the Schedule.

- B. The **Regulatory Proceeding** Coverage Limit of Insurance specified in "B" of the Schedule and the rules detailed below fix the maximum amount **we** are obligated to pay for all **Claim Expenses** and **Regulatory Fines** from each **Regulatory Proceeding** and all **Regulatory Proceedings** under this Endorsement, as detailed in Insuring Agreement "A.2." The **Regulatory Proceeding** Coverage Limit of Insurance shall be part of, and not in addition to, the Cyber Coverage Aggregate Limit of Insurance specified in the Schedule.

- C. The First Party **Privacy Breach Expense** Coverage Limit of Insurance specified in "C" of the Schedule and the rules detailed below fix the maximum amount **we** are obligated to pay for all **Privacy Breach Expenses** from each **Privacy Breach Event**, **System Compromise**, **Extortion Threat**, or **Related Events** under this Endorsement, as detailed in Insuring Agreement "A.3."

The **Privacy Breach Expense** Coverage Limit of Insurance shall be part of, and not in addition to, the Cyber Coverage Aggregate Limit of Insurance specified in the Schedule.

- D. First Party Business Interruption Coverage Aggregate Limit of Insurance specified in "D" of the Schedule and the rules detailed below fix the maximum amount **we** are to pay for all **Business Income Loss** and **Extra Expense** from all **Network Disruptions** under this Endorsement, as detailed in Insuring Agreement "A.4". The First Party **Business Income Loss** and **Extra Expense** Aggregate Limit of Insurance shall be part of, and not in addition to, the Cyber Coverage Aggregate Limit of Insurance specified in the Schedule.

- E. The Cyber Coverage Aggregate Limit of Insurance specified in "E" of the Schedule shall fix the maximum amount **we** shall pay for all **Damages** and **Claim Expenses** from all **Claims**, all **Claim Expenses** and **Regulatory Fines** from all **Regulatory Proceedings**, all **Privacy Breach Expenses** from all **Privacy Breach Events**, all **System Compromises** and all **Extortion Threats**, all **Business Income Loss** and **Extra Expense** from all **Network Disruptions** and all **Related Claims** and **Related Events** covered under this Endorsement.

F. If any Limit of Insurance is exhausted, the premium for this Endorsement shall be deemed fully earned.

G. Deductible

For any **Claim, Regulatory Proceeding Privacy Breach Event, System Compromise, or Extortion Threat** we shall be liable for only the amount of the **Claim Expenses, Damages, and Privacy Breach Expenses** from such **Claim, Regulatory Proceeding, Privacy Breach Event, System Compromise, or Extortion Threat** exceeding the Deductible amount specified in the Schedule. **We** have no obligation, either to **you** or to any person or entity, to pay all or any portion of any Deductible amount for or on **your** behalf. Solely for the purpose of applying the Deductible, a single Deductible amount applies to all **Regulatory Proceedings, Related Claims, Related Events** based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way continuous, repeated, the same, related, or substantially similar thefts or unauthorized disclosures of **Protected Information**.

SECTION V – CONDITIONS

A. **You** agree to use due diligence to prevent and mitigate any **Privacy Breach Event, Network Disruption, System Compromise, Extortion Threat, or Regulatory Proceeding or Claim**. This includes, but is not limited to, complying with reasonable protocols for the following:

1. Providing and maintaining physical security for **your** premises, as well as your **Computer System**;
2. Providing and maintaining appropriate network security for **your Computer System**;
3. Providing and maintaining appropriate back-ups, firewalls, and virus scans;
4. Providing and maintaining encryption for transactions such as Credit Card, Debit Card, and Check Processing; and
5. Providing and maintaining appropriate disposal of files containing **Protected Information** no longer needed for use.

B. RELATED CLAIMS, RELATED EVENTS AND REGULATORY PROCEEDINGS

1. All **Related Claims**, whenever discovered, shall be deemed to be a single **Claim**, regardless of
 - a. The number of **Related Claims**;
 - b. The number or identity of claimants;
 - c. The number or identity of **Insureds** involved;
 - d. Whether the **Related Claims** are asserted in a class action or otherwise; or
 - e. The number and timing of the **Related Claims**, even if the **Related Claims** comprising such single **Claim** were received or discovered in more than one

Endorsement Period.

- f. Notice given by or on behalf of the **Insured** to **our** authorized agent, with particulars sufficient to identify the **Insured**, shall be considered notice to **us**.
- g. Subject to the discovery requirements under all coverages provided by this **Endorsement**, failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by **you** if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

All **Related Claims** shall be treated as a single **Claim** discovered when the earliest of such **Related Claims** was first discovered, or when the earliest of such **Related Claims** is treated as having been first discovered under Condition B. below, whichever is the earliest date.

2. All **Related Events**, whenever occurring, shall be deemed to be a single **Privacy Breach Event**, regardless of:
 - a. The number of **Related Events**;
 - b. The number or identity of **Insureds** involved;
 - c. The number and timing of the **Related Events**, even if the **Related Events** comprising such single **Privacy Breach Event** occurred in more than one **Endorsement Period**.

All **Related Events** shall be treated as a single **Privacy Breach Event** or **Extortion Threat** first discovered when the earliest of such **Related Events** was first discovered.

3. All **Regulatory Proceedings** and **Related Claims** based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way continuous, repeated, the same, related, or substantially similar thefts or unauthorized disclosures of **Protected Information** shall be deemed first discovered when the earliest of such **Related Claims** or **Regulatory Proceedings** was first discovered, or when the earliest of such **Related Claims** or **Regulatory Proceedings** is treated as having been first discovered under Condition B. below, whichever is the earliest date.

C. NOTICE OF PRIVACY BREACH EVENTS, NETWORK DISRUPTIONS, SYSTEM COMPROMISES, EXTORTION THREATS, REGULATORY PROCEEDINGS AND CLAIMS

1. **You** shall report to **us** a **Privacy Breach Event, System Compromise, Extortion Threat, or Network Disruption** for which coverage is being sought under this

Endorsement immediately, but in no event later than thirty (30) days after **you** first discovered such **Privacy Breach Event, System Compromise, Extortion Threat, or Network Disruption**. Such reporting must include full particulars. Any subsequent **PCI Fine Assessment**, Claim for a **Privacy Wrongful Act** or **Regulatory Proceeding** directly related to such **Privacy Breach Event** shall be treated as a **Claim** or **Regulatory Proceeding** first discovered at the time **you** first discovered such **Privacy Breach Event**.

2. The **Named Insured** must give **us** written notice of any **Claim** or **Regulatory Proceeding** as soon as practicable, but in no event later than thirty (30) days after **you** first receive such **Claim** or **Regulatory Proceeding**. If the **Claim** is for a **Media Wrongful Act** or **Network Security Wrongful Act**, the date **you** first received such **Claim** shall be deemed the date **you** first discovered such **Claim**.
3. If, during the **Endorsement Period**, **you** become aware of any **Wrongful Act** or circumstance which could reasonably be expected to give rise to a **Claim, Regulatory Proceeding** or **Privacy Breach Event**, the **Named Insured** must provide written notice thereof to **us** as soon as practicable, but in no event later than the end of the **Endorsement Period**. The notice shall contain full particulars, including but not limited to:
 - a. The names of the potential claimant and the **Insureds** involved and a time, date, location and description of the specific **Wrongful Act** which forms the basis of the potential **Claim** or **Regulatory Proceeding**;
 - b. The nature of the potential **Damages** arising from such specific **Wrongful Act**;
 - c. A description of the circumstance or **Wrongful Act** and how **you** first became aware of the **Wrongful Act** or potential **Privacy Breach Event**; and
 - d. The reason **you** reasonably believe such **Wrongful Act** or circumstance is likely to result in a **Claim, Regulatory Proceeding**, or **Privacy Breach Event**.

Any **Claim** for a **Media Wrongful Act** or **Network Security Wrongful Act** arising out of such reported **Wrongful Act** shall be treated as a **Claim** or **Regulatory Proceeding** first discovered when such written notice was delivered to **us**.

Any **Claim** for a **Privacy Wrongful Act** or **Regulatory Proceeding** arising out of such reported **Wrongful Act** shall be treated as a **Claim** or **Regulatory Proceeding** first discovered at the earlier of:

- e. The date when such written notice was

deliver to **us**; or

- f. The date **you** first discovered a **Privacy Breach Event** which a **Claim** or **Regulatory Proceeding** is directly related, provided **you** reported such **Privacy Breach Event** to **us** in accordance with "Condition B.1" above.
4. Insured's Duties in the Event of a **Claim, Regulatory Proceeding, Privacy Breach Event, System Compromise, Extortion Threat** or **Network Disruption**.
 - a. If there is a **Claim, Regulatory Proceeding, Privacy Breach Event, Extortion Threat** or **Network Disruption**, **you** must also do the following:
 - i. Fully assist and cooperate with **us** in the conduct, defense, investigation, negotiation, and settlement of any **Claim, Regulatory Proceeding, Privacy Breach Event, System Compromise, Extortion Threat, or Network Disruption**. At our request, **you** must: submit to an examination under oath; provide **us** with written statements; attend meetings and negotiations; produce and make available all information, books, records, documents and other materials which we deem relevant to the **Claim, Regulatory Proceeding, Privacy Breach Event, System Compromise, Extortion Threat** or **Network Disruption** or coverage therefor; attend hearings, depositions, proceedings, trials and appeals; assist **us** in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses, and pursuing or enforcing any right of contribution or indemnity against a person or entity who may be liable to **you**.
 - ii. **You** must do whatever is necessary to secure and affect any rights of indemnity, contribution, or apportionment that **you** may have.
 - iii. **You** shall accept our assignment of counsel and shall refrain from discussing any **Claim, Regulatory Proceeding, Privacy Breach Event, System Compromise, Extortion Threat** or **Network Disruption** with anyone other than counsel retained to represent the **Insured** or our representatives.
 - iv. With respect to a **Privacy Breach Event, System Compromise** or **Extortion Threat**, **you** must take all reasonable steps to protect **Computer Systems** and **Protected Information** from further loss or damage, and keep a record of the expenses necessary to protect such **Computer Systems** and **Protected Information**.

v. With respect to a **Network Disruption**, **you** must take all reasonable steps and measures to limit or mitigate the **Business Income Loss** and the incurrence of **Extra Expenses**.

b. Within six (6) months after the discovery of any **Network Disruption**, the **Named Insured** must furnish **us** with written proof of the **Named Insured's** claimed loss, duly sworn to, with full particulars.

c. No **Insured** will, except at its own cost, voluntarily make a payment, admit liability, retain attorneys, consultants, or vendors, assume any other obligation, or accept or reject arbitration without our prior written consent. Any payments, settlements, or admissions **you** make without our prior written consent will be made at **your** own expense.

D. VALUATION OF BUSINESS INCOME LOSS

Business Income Loss will be calculated on an hourly basis based on the actual **Business Income Loss** the **Named Insured** sustains during the time period in which the **Named Insured's Computer System** is affected by the **Network Disruption**. In determining the amount of net profit or loss and expenses covered for the purpose of ascertaining the amount of **Business Income Loss**, **we** will give due consideration to the net profit or loss of the **Named Insured** before the **Network Disruption** occurred and the probable net profit or loss of the **Named Insured** if no **Network Disruption** had occurred. However, such net profit or loss calculations shall not include, and no coverage shall be provided for, net income that would likely have been earned as a result of an increase in the volume of the **Named Insured's** business due to favorable business conditions caused by the impact of any internet, computer, or network disruption suffered by other businesses.

E. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve **us** of any of **our** obligations under this Endorsement.

F. ACTION AGAINST US

No action shall be brought against **us** by any **Insured**, unless, as a condition precedent thereto:

1. all **Insureds** have fully complied with all the terms and conditions of this Endorsement; and
2. with respect to a **Claim**, the amount of **Damages** has been fixed or rendered certain:
 - a. By final judgment against the **Insured** after trial of the issues; and
 - b. The time to appeal such judgment has expired without an appeal being taken; and
 - c. If appeal is taken, after the appeal has been determined; and

d. The **Claim** is settled in accordance with the terms and conditions of this Endorsement.

No individual or entity shall have any right under this Endorsement to join **us** as a party to any **Claim** to determine the liability of any **insured**; nor shall **we** be impleaded by **you** or **your** legal representative in any such **Claim**.

In no event shall any action brought by anyone be maintained against **us** unless such action is brought within thirty-six (36) months from the time the right to bring action first became available. With respect to a **Network Disruption**, no legal proceedings for the recovery of any **Business Income Loss** or **Extra Expense** may be brought prior to the expiration of sixty (60) days after the **Named Insured's** original proof of loss is submitted to **us**.

G. ASSIGNMENT OF THE INSURED'S INTEREST

The interest of the **Insured** under this Endorsement is not assignable to any other person or organization, except with **our** prior written consent.

H. TRANSFER OF RIGHTS OF RECOVERY /SUBROGATION

If there is a payment made by **us**, **we** shall be subrogated to all of **your** rights of recovery against any person or organization. **You** will cooperate with **us** and do whatever is necessary to secure and recover upon these rights, including but not limited to executing any documents necessary to enable **us** to effectively bring suit in **your** name. **You** shall do nothing that may prejudice **our** position or potential or actual rights of recovery. **Your** rights and obligations hereunder shall survive the expiration, cancellation, or termination of this Endorsement.

With respect to a **Claim**, any amount recovered upon the exercise of such rights of recovery will be applied on the following terms: first, to the repayment of expenses incurred by exercise of such subrogation rights; second, to **Damages** or **Claim Expenses** paid by the **Named Insured** in excess of the Limits of Insurance; third, to **Damages** or **Claim Expenses** paid by **us**; and finally, to **Damages** or **Claim Expenses** paid by the **Named Insured** toward the Deductible.

With respect to any **Privacy Breach Event**, **System Compromise** or **Network Disruption**, any amount recovered upon the exercise of such rights of recovery will be applied on the following terms: first, to the repayment of expenses incurred by exercise of such subrogation rights; second, to amounts paid by the **Named Insured** in excess of the Limits of Insurance; third, to amounts paid by **us**; and finally, to amounts paid by the **Named Insured** toward the Deductible.

Notwithstanding the foregoing, **we** agree to waive any right of subrogation hereunder against a client of the **Named Insured**, with respect to any payment made in connection with a **Claim** if and to

to the extent that, prior to the occurrence of any **Wrongful Act** or **Privacy Breach Event** giving rise to such **Claim**, the **Named Insured** had agreed to waive its rights of subrogation against such client pursuant to a prior written contract or agreement.

I. CANCELLATION

This Endorsement may be canceled or non-renewed as provided in the terms and conditions that apply to the policy or Coverage Part to which it is attached. The **Endorsement Period** will end at the same time and date that any cancellation or nonrenewal of the policy or Coverage Part to which it is attached takes effect.

J. CHANGES MADE TO THIS ENDORSEMENT

The terms and conditions of this Endorsement cannot be waived or changed except by specific written endorsement issued by us and made part of the Endorsement.

K. AUDIT

We may examine and audit **your** books and records at any time during the **Endorsement Period** and within three (3) years after the expiration or termination date of this Endorsement as far as they relate to this Endorsement.

L. FALSE OR FRAUDULENT CLAIMS

If an **Insured** reports any matter knowing it to be false or fraudulent, **we** will not be liable to make any payments related to that matter.

M. TERMS AND CONDITIONS OF ENDORSEMENT CONFORMED TO STATUTS

Where necessary, the terms and conditions of this Endorsement will be amended to conform to applicable law.

N. PREMIUM

The premium amount for this Endorsement is stated in the Schedule and is for coverage for the **Endorsement Period**. If during the **Endorsement Period** there is a change in coverage afforded, we have the right to adjust the premium as of the date of the change. Any premium adjustment shall be made in accordance with our prevailing rules and rates.

Premium shown as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable by notice to the first **Named Insured**.

If the premium for this Endorsement is a flat premium, it is not subject to adjustment.

O. TERRITORY

This Endorsement applies to **Wrongful Acts**, **Privacy Breach Events** and **Network Disruptions** taking place anywhere in the world except Countries or States against which the United States has implemented trade or diplomatic sanctions. However, any **Claim** or **Regulatory Proceeding** must be brought in the United States.

P. CHANGE IN RISK

1. If, during the **Endorsement Period**, the **Named Insured** acquires or creates another entity (other than a joint venture or partnership, which is addressed below) whose annual revenues are more than ten percent (10%) of the **Named Insured's** total annual revenues as set forth in the most recent Application for insurance, or if the **Named Insured** merges or consolidates with another entity such that the **Named Insured** is the surviving entity (any such acquired, created, merged or consolidated entity, including a new subsidiary, will be identified as the "Acquired Company"), then for a period of sixty (60) days after the effective date of the transaction, such Acquired Company shall be included as an **Named Insured** but only with respect to **Network Security Wrongful Acts** and **Privacy Wrongful Acts** first committed or allegedly committed after the effective date of such transaction, or **Privacy Breach Events**, **Extortion Threats** or **Network Disruptions** that first occur after the effective date of such transaction. Upon the expiration of the sixty (60) day period, there will be no coverage available under this Endorsement for any **Claim**, **Regulatory Proceeding**, **Privacy Breach Event**, **Extortion Threat** or **Network Disruption** based on, resulting from, arising out of, in consequence of, or in any way in connection with or involving, directly or indirectly, the Acquired Company unless within such sixty (60) day period:
 - a. The **Named Insured** gives us such information regarding such transaction as we request;
 - b. We have specifically agreed by written endorsement to this Endorsement to provide coverage with respect to such Acquired Company and the **Named Insured** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as we, in our sole discretion, impose in connection with the transaction; and
 - c. The **Named Insured** has paid the additional premium, if any, we charge and has agreed to any modifications to this Endorsement.
2. If, during the **Endorsement Period**, the **Insured** becomes a member of a new joint venture or partner in a new partnership, there will be no coverage available under this Endorsement for any **Claim**, **Damages**, **Claim Expenses**, **Privacy Breach Event**, **Extortion Threat**, **Network Disruption** or **Wrongful Act** based on, resulting from, arising out of, in consequence of, or in any way in connection with or involving, directly or indirectly, such joint venture or partnership, unless:

- a. The **Named Insured** gives us such information regarding the new joint venture or partnership as we request; and
 - b. We specifically agree by written endorsement to this Endorsement to provide coverage with respect to such new joint venture or partnership, and the **Named Insured** accepts any terms, conditions, exclusions, or limitations, including payment of additional premium, as we, in our sole discretion, impose in connection with such transaction.
3. If, during the **Endorsement Period**, any of the following events occur:
- a. The **Named Insured** first identified in the policy Declarations is dissolved, sold, acquired by, merged into, or consolidated with another entity such that such **Named Insured** is not the surviving entity; or
 - b. A third party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the **Named Insured** first identified in the policy Declarations;

coverage under this Endorsement shall continue in full force and effect until the Expiration Date or any earlier cancellation or termination date, but this Endorsement shall only apply to **Wrongful Acts** first committed or allegedly committed before the effective date of such event or a **Privacy Breach Event**, **Extortion Threat** or **Network Disruption** that first occurs before the effective date of such event. There will be no coverage available under this Endorsement based on, resulting from, arising out of, in consequence of, or in any way in connection with or involving, directly or indirectly any **Wrongful Act** committed or allegedly committed on or after the effective date of such event or any **Privacy Breach Event**, **Extortion Threat** or **Network Disruption** that occurs after the effective date of such event.

Q. ENTIRE AGREEMENT

The **Insureds** agree that this Endorsement, including the application, Schedule and any endorsements, constitutes the entire agreement between them and the Company or any of its agents relating to this insurance.

R. ECONOMIC AND TRADE SANCTIONS OR VIOLATIONS OF LAW

Any **Claim**, **Regulatory Proceeding**, **Privacy Breach Event**, **Extortion Threat**, **Network Disruption** or matter uninsurable under any act, statute, rule, regulation, ordinance, common law, or other law of the United States of America concerning trade or economic sanctions or export control laws is not covered under this Endorsement.