



190 South LaSalle Street
Suite 3900
Chicago, IL 60603
USA
mark.simpson@xlcatlin.com
www.xlcatlin.com/insurance

July 27, 2016

Mr. Philip Candelario
Lockton Companies, LLC
444 W. 47th Street
Suite 900
Kansas City, MO 64112

Re: Hire Dynamics, LLC - RWD3000874-01

Dear Phil,

We are pleased to present the following policy for your client. XL Catlin promotes an integrated approach to risk management through insurance, specialized risk control and claims management.

This policy is strictly limited to the terms and conditions outlined below and any other coverage extensions, deletions or changes requested in the submission may not have been granted. Any request to amend, add, or modify terms and conditions or coverage as set forth below will not serve to alter the terms and conditions or coverage until written acknowledgment and approval to such request is provided by the Company.

We appreciate the opportunity to support your insurance needs.

Please feel free to call with any questions you may have.

Sincerely,

Mark Simpson
Senior Underwriter
GRM
XL Catlin

Edition (12/15)

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May not be copied without permission.



Policy



07-20-2016

Hire Dynamics, LLC
1845 Satellite Blvd., #700
Duluth, GA 30097

**RE: Loss Control Services
Policy Number: RWD3000874-01**

The State of Texas requires that XL Specialty Insurance Company provide accident prevention and health services at no additional charge.

Our loss control and accident prevention services are provided to assist you in reducing employee injuries and illnesses as well as providing technical assistance to your safety staff. Our loss control department has specialists in construction, fleet safety, industrial hygiene, training, research, and other areas. We also have a safety video lending library, sample programs, and regulations for your use. In addition, we have return-to-work coordination services available.

Please contact me at 1-800-858-0853 if you would like to request any of these services or if you have any questions regarding this information.

We look forward to working together to reduce your losses.

Sincerely,

Risk Control Department
XL Insurance

cc: Philip A. Candelario
Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL Catlin insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/iran.aspx>, see List of CISADA and NDAA Prohibitions or Conditions

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NOTICE TO POLICYHOLDERS

FLORIDA

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-622-7311
XL CATLIN
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040**

NOTICE TO POLICYHOLDERS

FLORIDA – WORKERS COMPENSATION

As required by the state of Florida, we provide safety consultations to all Workers' Compensation policyholders requesting them. Should you want additional information or wish to request a consultation, please contact the *Worker's Compensation Coordinator*, 1-800-858-0853. Consultations *will be provided within thirty (30) days of receiving your request.*

XL Catlin
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
Suite 100
Exton, PA 19341-1120

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

MISSISSIPPI – WORKERS COMPENSATION

For our Workers' Compensation policyholders, we provide safety program services in compliance with § 71-3-121 Miss. Code (1972) for the health and benefit of your employees. Under this program, materials are available which explain the rights of workers under the Workers' Compensation Law, as well as how to implement and maintain a voluntary drug and alcohol testing policy in the workplace.

If you would like to obtain these materials and additional information on our services, please contact:

XL Catlin
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
Suite 100
Exton, PA 19341-1120

1-800-858-0853

All terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

PENNSYLVANIA – WORKERS COMPENSATION

As required by Pennsylvania Workers' Compensation Act 44, XL Catlin maintains and provides accident and illness prevention services as required by the nature of the policyholder's business or its operation, in accordance with the Pennsylvania Workers' Compensation Act. For more information about these services contact:

**XL Catlin
Risk Control Department
Workers' Compensation Coordinator
505 Eagleview Boulevard
Suite 100
Exton, PA 19341-1120**

1-800-858-0853

An Employer who establishes a workplace safety committee which is certified by the Pennsylvania Department of Labor and Industry will receive a reduction in premium of 5%. Should you have any questions please contact:

**Department of Labor and Industry
Bureau of Workers Compensation
Health and Safety Section Certification Unit
1171 South Cameron Street, Room 324
Harrisburg, PA 17104-2501**

1-717-772-1635

NOTICE TO POLICYHOLDERS

TENNESSEE

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-622-7311
XL CATLIN
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040**

NOTICE TO POLICYHOLDERS

WORKERS COMPENSATION TENNESSEE – RATING APPEALS

Tennessee Insurance Division Rule 0780-01-82-.05 requires that we provide you with a process whereby you can request a review of the application of our rating system to your Tennessee Workers Compensation coverage.

1. To request a review of the application of our rating system to your Tennessee Workers Compensation coverage, a written request must be sent to:

XL Catlin
Regulatory Office
505 Eagleview Blvd.
Suite 100
Exton, PA 19341-1120

(800) 688-1840

2. We will provide a written response to the requesting party within thirty (30) days of receipt of your request. Our written response will contain the specific reasons for our decisions.
3. If you disagree with our decision or if we do not respond back within forty-five (45) days of receipt of your request, you have the right to appeal to the Commissioner.
4. All appeals to the Commissioner must meet the following requirements:
 - a. The appeal must be filed with the Commissioner within thirty (30) days of either:
 - i. The receipt of our decision, **or**
 - ii. Expiration of the forty-five (45) day period
 - b. The appeal must contain a short and plain statement as to what portion of the decision is being appealed.
 - c. The appeal must be accompanied by our written decision, or if applicable, a written statement from you that your request for review was made over forty-five (45) days ago and no response was received.
 - d. The appeal must specify the date in which you would like to have the hearing. Hearing dates can be found on the Tennessee Administrative Procedures Division web-site.
 - e. The appeal must be accompanied by a certification by you or your attorney that a copy of any materials filed with the Commissioner has also been sent to the Administrative Procedures Division of the Secretary of State and all parties to the dispute.
 - f. Any form of mailing may be used and material should be sent to:

Department of Commerce and Insurance
Davy Crockett Tower
Actuarial Services Section 4th Floor
500 James Robertson Parkway
Nashville, TN 37243

NOTICE TO POLICYHOLDERS

TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call XL Catlin's toll-free telephone number for information or to make a complaint at:

1-800-622-7311

You may also write to XL Catlin at:

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

To obtain price and policy form comparisons and other information relating to residential property insurance and personal automobile insurance, you may visit the Texas Department of Insurance/Office of Public Insurance Counsel Website:

www.helpinsure.com

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su agente.

Usted puede llamar al número de teléfono gratuito de XL Catlin's para obtener información o para presentar una queja al:

1-800-622-7311

Usted también puede escribir a XL Catlin:

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

Para obtener formas para la comparación de precios y pólizas y para obtener otra información sobre el seguro de propiedad residencial y de seguro de automóvil personal, visite el sitio web del Departamento de Seguros de Texas/Oficina del Asesor Público de Seguros:

www.helpinsure.com

DISPUTAS POR PRIMAS DE SEGUROS O

RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación usted debe comunicarse con (el agente) (la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

NOTICE TO POLICYHOLDERS

TEXAS – WORKERS COMPENSATION – LOSS PREVENTION NOTICE

Pursuant to Texas Labor Code §411.066, XL Catlin is required to notify its policyholders that accident prevention services are available from XL Catlin at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services. XL Catlin is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact XL Catlin at 1-800-858-0853 and accidentpreventionservices@xlcattlin.com for accident prevention services or 1-800-858-0853 and accidentpreventionservices@xlcattlin.com for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If XL Catlin fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

INFORMATION PAGE

Insurer:

XL Specialty Insurance Company
 505 Eagleview Boulevard, Suite 100
 Exton, PA 19341
 A Stock Insurance Company

POLICY NO. RWD3000874-01

1. Name and Address of Insured:

Hire Dynamics, LLC
 1845 Satellite Blvd., #700
 Duluth, GA 30097

Renewal of: RWD3000874

NCCI Carrier Code: 27944
 Legal Entity: LLC

NCCI Risk ID#: 911329794

Other workplaces not shown above: See SCHEDULE OF NAMED INSUREDS AND LOCATIONS

2. The policy period is from 06-30-2016 to 06-30-2017 12:01 A.M. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Alabama, Arizona, Florida, Georgia, Mississippi, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT: Ohio, North Dakota, Puerto Rico, Washington & Wyoming AND ALL STATES
 DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE

D. This policy includes these endorsements and schedules:

See SCHEDULE OF ENDORSEMENTS

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See EXTENSION OF INFORMATION PAGE



Deposit Premium: \$819,593.00

Total Estimated Annual Premium \$819,593.00

Minimum Premium:

Premium Adjustment Period: Annual

Countersigned by



Servicing Office:
505 Eagleview Boulevard, Suite 100
Exton, PA 19341

Producer Name and Code No: 04420
Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured: Policy No: RWD3000874-01

Hire Dynamics, LLC

No Fixed Address

Montgomery, AL 36101

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 39

Insured/State/Location No: Alabama

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLERICAL OFFICE EMPLOYEES NOC	8810	1,443,483	0.25	\$3,609
		Stat	Rate	Premium
Manual Premium:				\$3,609
Waiver of Subrogation Charge:		0930	Minimum	\$250
Employer Liability Increased Limits:		9812	1.4%	\$51
Subject Premium:				\$3,910
Experience Modification:		9898	1.07	\$274
Modified Premium:				\$4,184
Foreign Voluntary Compensation:				\$250
Total Standard Premium:				\$4,434
Terrorism:		9740	.0100	\$144
Catastrophe:		9741	.0100	\$144
Premium Credit for the Reporting of Deductibles - Not		9663	.62283	-\$2,941
Subject to Experience Rating:				
Estimated Annual Premium:				\$1,781
Total State Premium:				\$1,781.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC

No Fixed Address

Phoenix, AZ 85001

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 15

Insured/State/Location No: Arizona

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLERICAL OFFICE EMPLOYEES NOC	8810	If Any Stat	0.23 Rate	0 Premium
Manual Premium:				\$0
Subject Premium:				\$0
Modified Premium:				\$0
Total Standard Premium:				\$0
Estimated Annual Premium:				\$0
Total State Premium:				\$0.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC

No Fixed Address

Tallahassee, FL 32301

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 1

Insured/State/Location No: Florida

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLERICAL OFFICE EMPLOYEES NOC	8810	If Any Stat	0.23 Rate	0 Premium
Manual Premium:				\$0
Subject Premium:				\$0
Modified Premium:				\$0
Total Standard Premium:				\$0
Estimated Annual Premium:				\$0
Total State Premium:				\$0.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC
 1845 Satellite Blvd # 700
 Duluth, GA 30097

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 2003

Insured/State/Location No: Georgia

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CEMENT MFG.	1701	3,268	5.95	\$194
GRAIN OR FEED MILLING	2014	4,442	6.47	\$287
CREAMERY OR DAIRY AND ROUTE SUPERVISORS, DRIVERS	2070	624	7.24	\$45
POULTRY PROCESSING	2089	42,724	5.34	\$2,281
MEAT PRODUCTS MFG. NOC	2095	5,209,514	6.04	\$314,655
YARN OR THREAD MFG.--COTTON	2220	554	2.40	\$13
WEBBING MFG.	2380	68,111	4.23	\$2,881
EMBROIDERY MFG.	2388	8,469	2.49	\$211
AWNING OR TENT MFG.--SHOP	2501	497,623	4.44	\$22,094
PLANING OR MOLDING MILL	2731	57,927	4.86	\$2,815
CARPENTRY--SHOP ONLY AND DRIVERS	2802	15,486	7.76	\$1,202
FURNITURE ASSEMBLY--WOOD-- FROM MANUFACTURED PARTS	2881	230,758	3.75	\$8,653
PENCIL, PENHOLDER OR CRAYON MFG.	2942	31,967	5.04	\$1,611
IRON OR STEEL--FABRICATION-- IRONWORKS--SHOP--DECORATIVE OR ARTISTIC AND FOUNDRIES, DRIVERS	3041	40,451	7.85	\$3,175
SIGN MANUFACTURING--SILK SCREEN PRINTING--METAL	3064	6,820	7.35	\$501
SHEET METAL PRODUCTS MFG.	3076	783,435	5.39	\$42,227
FORGING WORK--DROP OR MACHINE	3110	28,902	5.88	\$1,699
HAND TOOL MFG	3118	9,041	3.26	\$295
CUTLERY MFG. NOC	3122	221,434	2.44	\$5,403



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

Edition 1/08

ELECTRICAL APPARATUS MFG. NOC	3179	454,439	3.83	\$17,405
PLUMBERS' SUPPLIES MFG. NOC	3188	88,972	3.10	\$2,758
WIRE CLOTH MFG.	3255	3,225	3.12	\$101
METAL STAMPED GOODS MFG. NOC	3400	906,320	5.07	\$45,950
CONSTRUCTION OR AGRICULTURAL MACHINERY MFG.	3507	2,459,415	3.87	\$95,179
SCALE AND BALANCE MFG.	3559	1,168	3.51	\$41
COMPUTING, RECORDING OR OFFICE MACHINE MFG. NOC	3574	10,679	2.51	\$268
PUMP MFG.	3612	3,080	4.98	\$153
PRECISION MACHINED PARTS MFG. NOC	3629	54,608	2.65	\$1,447
GEAR MFG. OR GRINDING	3635	287,671	4.32	\$12,427
BALL OR ROLLER BEARING MFG.	3638	46,251	2.26	\$1,045
ELECTRIC POWER OR TRANSMISSION EQUIPMENT MFG.	3643	4,752	2.94	\$140
BATTERY MFG.--STORAGE	3647	35,951	2.65	\$953
TELEVISION, RADIO, TELEPHONE OR TELECOMMUNICATION DEVICE MFG. NOC	3681	132,337	1.33	\$1,760
INSTRUMENT MFG. NOC	3685	131,923	1.54	\$2,032
MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC & DRIVERS	3724	767	6.00	\$46
PAPER MFG.	4239	161,828	2.56	\$4,143
CORRUGATED OR FIBERBOARD CONTAINER MFG.	4244	95,316	3.37	\$3,212
STATIONERY MFG.	4251	29,745	6.42	\$1,910
FIBER GOODS MFG.	4263	289,384	4.41	\$12,762
PLASTIC AND PAPER GOODS	4273	8,635	3.08	\$266
BOOT OR SHOE PATTERN MFG.	4282	179,884	3.92	\$7,051
PRINTING	4299	939,997	3.10	\$29,140
PHOTOGRAPHER--ALL EMPLOYEES AND CLERICAL, SALESPERSONS, DRIVERS	4361	847,761	1.86	\$15,768
RUBBER GOODS MFG. NOC	4410	457,506	4.43	\$20,268
RUBBER TIRE MFG.	4420	63,498	5.11	\$3,245
PLASTICS MFG.--SHEETS, RODS OR TUBES	4459	610,310	4.30	\$26,243
PLASTICS MFG.--MOLDED PRODUCTS NOC	4484	384,258	4.30	\$16,523
ANALYTICAL CHEMIST	4511	41,429	0.84	\$348
WAX MFG.	4557	1,986,715	3.15	\$62,582
COSMETICS MFG.	4611	100,277	1.47	\$1,474
LARD REFINING	4683	49,223	6.22	\$3,062
SOAP OR SYNTHETIC DETERGENT MFG.	4720	1,321	3.37	\$45
DRUG, MEDICINE OR PHARMACEUTICAL PREPARATION	4825	10,236	1.31	\$134



MFG. & INCIDENTAL MFG. OF
INGREDIENTS

CHEMICAL MFG. NOC--ALL OPERATIONS AND DRIVERS-- INCLUDES BLENDING OR MIXING	4829	634,772	2.96	\$18,789
OFFICE MACHINE INSTALLATION, INSPECTION, ADJUSTMENT OR REPAIR	5191	226,886	1.20	\$2,723
CERAMIC TILE, INDOOR STONE, MARBLE, OR MOSAIC WORK	5348	8,488	8.92	\$757
FLOOR COVERING INSTALLATION-- RESILIENT FLOORING--CARPET AND LAMINATE FLOORING	5478	11,294	10.52	\$1,188
POTATO CHIP, POPCORN AND SNACK CHIP MFG. NOC	6503	19,438	2.42	\$470
FOOD SUNDRIES MFG NOC-NO CEREAL MILLING	6504	1,832,394	3.69	\$67,615
FREIGHT HANDLING NOC	7360	218,150	6.67	\$14,551
BUS CO.:ALL OTHER EMPLOYEES & DRIVERS	7382	9,257	6.81	\$630
GARBAGE WORKS	7590	7,254	6.13	\$445
TELECOMMUNICATIONS CO ---CABLE TV OR SATELLITE	7600	6,320	6.34	\$401
STORE--FLORIST AND DRIVERS	8001	77,458	3.40	\$2,634
STORE--CLOTHING, WEARING APPAREL, OR DRY GOODS--RETAIL	8008	1,403,785	2.46	\$34,533
STORE--HARDWARE	8010	879,205	3.44	\$30,245
OPTICAL STORES	8013	266	0.86	\$2
STORE--RETAIL NOC	8017	3,837,008	2.38	\$91,321
STORE--WHOLESALE--NOC	8018	5,310,769	4.71	\$250,137
STORE--FISH, MEAT OR POULTRY DEALER--WHOLESALE	8021	1,050	4.59	\$48
STORE--MEAT, FISH OR POULTRY-- RETAIL	8031	133,784	5.68	\$7,599
STORE--SHOES-- WHOLESALE	8032	9,195,729	4.73	\$434,958
STORE--MEAT, GROCERY AND PROVISION--COMBINED--RETAIL NOC	8033	73,285	3.05	\$2,235
STORE--FURNITURE AND DRIVERS	8044	28,880	5.59	\$1,614
STORE--AUTOMOBILE PARTS AND ACCESSORIES NOC AND DRIVERS	8046	925,914	4.53	\$41,944
BUILDING MATERIAL DEALER--NEW MATERIALS ONLY: STORE EMPLOYEES	8058	311,493	4.23	\$13,176
IRON OR STEEL--MERCHANT AND DRIVERS	8106	74,432	7.78	\$5,791
MACHINERY DEALER NOC--STORE OR YARD--AND DRIVERS	8107	688,689	4.61	\$31,749
PLUMBERS' SUPPLIES DEALER AND DRIVERS	8111	66,485	4.00	\$2,659

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

Edition 1/08

FARM MACHINERY DEALER--ALL OPERATIONS AND DRIVERS	8116	184	4.91	\$9
BUILDING MATERIAL DEALER--NEW MATERIALS ONLY: ALL OTHER EMPLOYEES AND YARD, WAREHOUSE AND DRIVERS	8232	21,708	8.14	\$1,767
CONTAINER RECYCLING--BOTTLE OR CAN AND DRIVERS	8264	71,131	7.63	\$5,427
WAREHOUSING--COLD STORAGE	8291	90,622	6.31	\$5,718
STORAGE WAREHOUSE NOC	8292	1,454,946	6.81	\$99,082
AUTOMOBILE SERVICE OR REPAIR CENTER	8380	200,793	4.75	\$9,538
AUTOMOBILE--BODY REPAIR	8393	137,331	2.54	\$3,488
ARCHITECTURAL OR ENGINEERING FIRM--INCLUDING SALESPERSONS AND DRIVERS	8601	745	0.65	\$5
REAL ESTATE AGENCY--OUTSIDE EMPLOYEES & COLLECTORS	8721	37,725	0.48	\$181
INSURANCE COMPANIES--INCLUDING CLERICAL AND SALESPERSONS	8723	146,914	0.22	\$323
SALESPERSONS OR COLLECTORS--OUTSIDE	8742	130,803	0.43	\$562
MAILING OR ADDRESSING COMPANY OR LETTER SERVICE SHOP	8800	330,758	2.31	\$7,641
CLERICAL OFFICE EMPLOYEES NOC	8810	28,724,799	0.22	\$63,195
ATTORNEY--ALL EMPLOYEES AND CLERICAL, MESSENGERS, DRIVERS	8820	17,156	0.22	\$38
PHYSICIAN AND CLERICAL	8832	491,655	0.54	\$2,655
CHECK CASHING ESTABLISHMENTS--ALL EMPLOYEES, SALESPERSONS, DRIVERS AND CLERICAL	8856	89,610	0.27	\$242
SOCIAL SERVICES ORGANIZATION--ALL EMPLOYEES AND SALESPERSONS, DRIVERS	8864	309,085	3.12	\$9,643
COLLEGE--PROFESSIONAL EMPLOYEES AND CLERICAL	8868	574,544	0.50	\$2,873
TELECOMMUNICATIONS CO.: OFFICE OR EXCHANGE EMPLOYEES AND CLERICAL	8901	44,111	0.18	\$79
JANITORIAL SERVICE	9014	83,032	6.47	\$5,372
BUILDINGS OR PREMISES--OFFICE	9015	18,095	5.20	\$941
AMUSEMENT PARK OR EXHIBITION OPERATION AND DRIVERS	9016	63,503	3.83	\$2,432
HOUSING AUTHORITY AND CLERICAL, SALESPERSONS, DRIVERS	9033	5,228	3.53	\$185
ASYLUM--ALL OTHER EMPLOYEES	9040	7,610	6.38	\$486
BUSINESS ASSOCIATIONS	9061	805,598	1.94	\$15,629
YOUTH RECREATION PROGRAMS	9063	87,897	1.43	\$1,257



INSTITUTION--ALL EMPLOYEES AND
CLERICAL

RESTAURANT: FAST FOOD	9083	725,519	2.63	\$19,081
SCHOOL--ALL OTHER EMPLOYEES	9101	721	5.43	\$39
HOUSE FURNISHINGS	9521	1,905	6.04	\$115
INSTALLATION NOC AND UPHOLSTERING				

		Stat	Rate	Premium
Manual Premium:				\$2,116,340
Waiver of Subrogation Charge:	0930	.0200	\$42,327	
Employer Liability Increased Limits:	9812	1.1%	\$23,280	
Subject Premium:				\$2,181,947
Experience Modification:	9898	1.07	\$152,736	
Modified Premium:				\$2,334,683
Foreign Voluntary Compensation:				\$250
Total Standard Premium:				\$2,334,933
Terrorism:	9740	.0200	\$15,759	
Catastrophe:	9741	.0200	\$15,759	
Premium Credit for the Reporting of Deductibles - Not Subject to Experience Rating:	9663	.71881	-\$1,701,029	
Estimated Annual Premium:				\$665,422
Total State Premium:				\$665,422.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC

No Fixed Address

Jackson, MS 39201

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 1

Insured/State/Location No: Mississippi

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLERICAL OFFICE EMPLOYEES NOC	8810	66,000 Stat	0.29 Rate	\$191 Premium
Manual Premium:				\$191
Employer Liability Increased Limits:		9812	1.1%	\$2
Waiver of Subrogation Charge:		0930	Minimum	\$250
Subject Premium:				\$443
Experience Modification:		9898	1.07	\$31
Modified Premium:				\$474
Foreign Voluntary Compensation:				\$250
Total Standard Premium:				\$724
Terrorism:		9740	.0100	\$7
Catastrophe:		9741	.0100	\$7
Premium Credit for the Reporting of Deductibles - Not Subject to Experience Rating:		9663	.83875	-\$619
Estimated Annual Premium:				\$119
Total State Premium:				\$119.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC
 8124 South Tryon Street
 Charlotte, NC 28244

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 22

Insured/State/Location No: North Carolina

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CANDY, CHOCOLATE AND CONFECTION MFG.	2041	2,650	3.15	\$83
SIGN----MANUFACTURING SCREEN PRINTING--METAL	3064	512	6.10	\$31
FORGING WORK--DROP OR MACHINE	3110	125,026	5.86	\$7,327
HANDTOOL MFG.	3118	16,462	2.19	\$361
VALVE MFG.	3634	2,365	1.89	\$45
INTEGRATED RECORD PRODUCTION/DISTRIBUTION	4360	109,853	1.67	\$1,835
RUBBER GOODS MFG. NOC	4410	2,575	3.90	\$100
PLASTICS MFG.--MOLDED PRODUCTS NOC	4484	4,242	2.73	\$116
AUTOMOBILE RENTAL COMPANY	8002	59,771	2.17	\$1,297
STORE--RETAIL NOC	8017	217,608	1.98	\$4,309
WHOLESALE STORE NOC	8018	2,280,115	2.62	\$59,739
STORE--MEAT, FISH OR POULTRY--RETAIL	8031	210,545	4.04	\$8,506
STORE--DRUG--RETAIL	8045	237,697	0.65	\$1,545
BUILDING MATERIAL DEALER--NEW MATERIALS ONLY: STORE EMPLOYEES	8058	1,609	3.44	\$55
IRON OR STEEL--MERCHANT AND DRIVERS	8106	68,420	4.64	\$3,175
STORAGE WAREHOUSE NOC	8292	258,216	4.24	\$10,948
CLERICAL OFFICE EMPLOYEES NOC	8810	575,309	0.18	\$1,036



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

Edition 1/08

ATTORNEY--ALL EMPLOYEES AND CLERICAL, MESSENGERS, DRIVERS	8820	463	0.18	\$1
JANITORIAL SERVICES	9014	9,834	3.51	\$345
BUSINESS ASSOCIATIONS	9061	2,417	1.32	\$32
		Stat	Rate	Premium
Manual Premium:				\$100,886
Employer Liability Increased Limits:	9812	1.1%		\$1,110
Waiver of Subrogation Charge:	0930	.0200		\$2,018
Subject Premium:				\$104,014
Experience Modification:	9898	1.07		\$7,281
Modified Premium:				\$111,295
Total Standard Premium:				\$111,295
Terrorism:	9740	.0100		\$419
Catastrophe:	9741	.0100		\$419
Premium Credit for the Reporting of Deductibles - Not Subject to Experience Rating:	9663	.68737		-\$77,077
Estimated Annual Premium:				\$35,056
Total State Premium:				\$35,056.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC

No Fixed Address

Harrisburg, PA 17101

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 1

Insured/State/Location No: Pennsylvania

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
PROFESSIONAL EMPLOYER ORGANIZATIONS	889	26,898	0.40	\$108
Manual Premium:		Stat	Rate	Premium
Employer Liability Increased Limits:	9812	1.1%	\$1	
Waiver of Subrogation Charge:	0930	Minimum	\$250	
Subject Premium:	9898	.86	\$359	
Experience Modification:			-\$52	
Modified Premium:			\$307	
Total Standard Premium:	0900		\$307	
Expense Constant:	9740	.0300	\$8	
Terrorism:	9741	.0200	\$5	
Catastrophe:	9663	.42602	-\$262	
Premium Credit for the Reporting of Deductibles - Not Subject to Experience Rating:				
Estimated Annual Premium:			\$353	
WC Employer Premium Assessment Surcharge:		.0164	\$10.00	
Total State Premium:				\$363.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC
 340 Harrison Bridge Road
 Greenville, SC 29680

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 180

Insured/State/Location No: South Carolina

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WIRE DRAWING OR CABLE MFG.--	1924	54,186	2.13	\$1,154
TEXTILE FIBER MFG.--SYNTHETIC	2305	141,757	2.74	\$3,884
TEXTILE--BLEACHING, DYEING, MERCERIZING, FINISHING	2413	7,827	3.67	\$287
AWNING OR TENT MFG---SHOP	2501	2,478	4.08	\$101
FURNITURE MFG.--CABINET SHOP--WOOD	2883	10,121	5.27	\$533
SIGN MANUFACTURING--METAL	3064	148,656	6.26	\$9,306
SHEET METAL PRODUCTS MFG.	3076	26,972	4.65	\$1,254
BUTTON OR FASTENER MFG.-- METAL	3131	59,912	1.86	\$1,114
METAL STAMPED GOODS MFG. NOC	3400	490,891	4.85	\$23,808
CONSTRUCTION OR AGRICULTURAL MACHINERY MFG.	3507	872,460	3.73	\$32,543
FUEL INJECTION DEVICE MFG	3581	423,220	1.57	\$6,645
PRECISION MACHINED PARTS MFG. NOC	3629	19,315	3.29	\$635
MACHINE SHOP NOC	3632	4,793	4.54	\$218
AUTOMOBILE--WHEEL MFG.--METAL-- NOT CAST	3803	104,683	3.49	\$3,653
CORRUGATED OR FIBERBOARD CONTAINER MFG.	4244	395,634	3.12	\$12,344
NEWSPAPER PUBLISHING	4304	28,477	8.10	\$2,307
RUBBER GOODS MFG. NOC	4410	13,548	4.51	\$611
PLASTICS MFG.--SHEETS, RODS OR TUBES	4459	17,489	2.50	\$437
FABRIC COATING NOC	4493	89,887	3.88	\$3,488

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 00 01 A
Edition 1/08

ANALYTICAL CHEMIST	4511	4,543	1.04	\$47
PAINT MFG.	4558	14,485	2.01	\$291
VENDING OR COIN OPERATED MACHINES--INSTALLATION, SERVICE OR REPAIR	5192	6,541	4.81	\$315
FOOD PRODUCTS MFG. NOC	6504	334,350	5.68	\$18,991
BOATBUILDING OR REPAIR	6834	40,645	5.12	\$2,081
GARBAGE WORKS	7590	9,235	3.60	\$332
BURGLAR AND FIRE ALARM INSTALLATION OR REPAIR AND DRIVERS	7605	31,792	3.03	\$963
STORE--HARDWARE	8010	61,766	2.21	\$1,365
STORE--WHOLESALE--NOC	8018	718,908	3.74	\$26,887
STORE--SHOE--WHOLESALE	8032	123,401	3.45	\$4,257
STORE--RETAIL--DISCOUNT	8039	70,776	3.43	\$2,428
MACHINERY DEALER NOC--STORE OR YARD--AND DRIVERS	8107	12,913	4.82	\$622
CONTAINER RECYCLING--BOTTLE OR CAN AND DRIVERS	8264	806,410	8.61	\$69,432
STORAGE WAREHOUSE NOC	8292	95,290	6.39	\$6,089
CLERICAL OFFICE EMPLOYEES NOC	8810	1,077,899	0.28	\$3,018
COLLEGE--PROFESSIONAL EMPLOYEES AND CLERICAL	8868	5,792	0.59	\$34
BUILDINGS-OPERATION: BY OWNER, LESSEE OR REAL ESTATE MANAGEMENT	9015	40,487	4.88	\$1,976
FIRM: ALL OTHER				
BUSINESS ASSOCIATIONS	9061	12,717	1.86	\$237
RESTAURANT: FAST FOOD	9083	402,860	1.94	\$7,815

	Stat	Rate	Premium
Manual Premium:			\$251,502
Waiver of Subrogation Charge:	0930	.0200	\$5,030
Employer Liability Increased Limits:	9812	1.1%	\$2,767
Subject Premium:			\$259,299
Experience Modification:	9898	1.07	\$18,151
Modified Premium:			\$277,450
Foreign Voluntary Compensation:			\$250
Total Standard Premium:			\$277,700
Terrorism:	9740	.0100	\$678
Catastrophe:	9741	.0100	\$678
Premium Credit for the Reporting of Deductibles - Not Subject to Experience Rating:	9663	.66775	-\$186,340
Estimated Annual Premium:			\$92,716
Total State Premium:			\$92,716.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC
 301 South Perimeter Park Drive
 Nashville, TN 37211

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 6

Insured/State/Location No: Tennessee

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
TEXTILE--BLEACHING, DYEING, MERCERIZING, FINISHING	2413	97,388	3.01	\$2,931
FURNITURE MFG.--CABINET SHOP--WOOD	2883	2,677	6.13	\$164
PAPER COATING	4250	4,224	2.16	\$91
STORE--CLOTHING, WEARING APPAREL, OR DRY GOODS--RETAIL	8008	1,227,272	1.62	\$19,882
STORE--RETAIL NOC	8017	3,083,435	1.74	\$53,652
STORE--WHOLESALE--NOC	8018	128,091	3.34	\$4,278
STORE--SHOE--WHOLESALE	8032	53,969	3.01	\$1,624
STORAGE WAREHOUSE--COLD	8291	176,678	4.85	\$8,569
STORAGE WAREHOUSE--NOC	8292	54,854	3.34	\$1,832
CLERICAL OFFICE EMPLOYEES NOC	8810	408,431	0.22	\$899
		Stat	Rate	Premium
Manual Premium:				\$93,922
Waiver of Subrogation Charge:		0930	.0200	\$1,878
Employer Liability Increased Limits:		9812	1.4%	\$1,315
Subject Premium:				\$97,115
Experience Modification:		9898	1.07	\$6,798
Modified Premium:				\$103,913
Total Standard Premium:				\$103,913
Terrorism:		9740	.0200	\$1,047
Catastrophe:		9741	.0300	\$1,571
Premium Credit for the Reporting of Deductibles - Not Subject to Experience Rating:		9663	.78511	-\$83,639
Estimated Annual Premium:				\$22,892
Total State Premium:				\$22,892.00

Date of Issue: 06-30-2016



EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

Hire Dynamics, LLC

No Fixed Address

Austin, TX 73302

Policy No: RWD3000874-01

Policy Period: 06-30-2016 To 06-30-2017

NAICS#: 541612

FEIN: 582620517

Of Employees: 1

Insured/State/Location No: Texas

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLERICAL OFFICE EMPLOYEES NOC	8810	1,689,506	0.17	\$2,872
		Stat	Rate	Premium
Manual Premium:				\$2,872
Employer Liability Increased Limits:		9812	1.4%	\$40
Waiver of Subrogation Charge:		0930	Minimum	\$250
Subject Premium:				\$3,162
Experience Modification:		9898	1.07	\$221
Modified Premium:				\$3,383
Total Standard Premium:				\$3,633
Terrorism:		9740	.0240	\$405
Premium Credit for the Reporting of Deductibles - Not		9663	.69193	-\$2,794
Subject to Experience Rating:				
Estimated Annual Premium:				\$1,244
Total State Premium:				\$1,244.00

Date of Issue: 06-30-2016



SCHEDULE OF NAMED INSUREDS AND LOCATIONS

Item 1 of the Information Page is amended to include:

<u>Named Insured</u>	<u>Location</u>	<u>FEIN</u>	<u>State Unemployment #</u>
Hire Dynamics, LLC	No Fixed Address Montgomery, AL 36101	582620517	
Hire Dynamics, LLC	No Fixed Address Phoenix, AZ 85001	582620517	
Hire Dynamics, LLC	No Fixed Address Tallahassee, FL 32301	582620517	
Hire Dynamics, LLC	960 North Point Parkway Alpharetta, GA 30005	582620517	
Hire Dynamics, LLC	3500 Piedmont Road Atlanta, GA 30305	582620517	
Hire Dynamics, LLC	1590 Phoenix Boulevard Atlanta, GA 30349	582620517	
Hire Dynamics, LLC	2031 Gee's Mill Road Conyers, GA 30013	582620517	
Hire Dynamics, LLC	1845 Satellite Blvd # 800 Duluth, GA 30097-5256	582620517	
Hire Dynamics, LLC	2505 Chastain Meadows Parkway Marietta, GA 30066	582620517	
Hire Dynamics, LLC	398 Highway 155 S McDonough , GA 30253	582620517	
Hire Dynamics, LLC	80 Enterprise Drive Pendergrass, GA 30549	582620517	
Hire Dynamics, LLC	No Fixed Address Jackson, MS 39201	582620517	
Hire Dynamics, LLC	8124 South Tryon Street Charlotte, NC 28244	582620517	
Hire Dynamics, LLC	No Fixed Address Harrisburg, PA 17101	582620517	
Hire Dynamics, LLC	340 Harrison Bridge Road Greenville, SC 29680	582620517	
Hire Dynamics, LLC	301 South Perimeter Park Drive Nashville, TN 37211	582620517	
Hire Dynamics, LLC	No Fixed Address Austin, TX 73302	582620517	
Hire Dynamics, LLC, a Georgia LLC	1845 Satellite Blvd # 800 Duluth, GA 30097-5256	262655632	
Hire Dynamics Holding Corp.	1845 Satellite Blvd # 800 Duluth, GA 30097-5256	812267935	
HD MSouth Holdings, LLC	1845 Satellite Blvd # 800 Duluth, GA 30097-5256	812284449	
Hire Dynamics Skilled Staffing, LLC, a Georgia LLC	1845 Satellite Blvd # 800 Duluth, GA 30097-5256	582620517	

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Countersigned by

SCHEDULE OF ENDORSEMENTS

Item 3.D Endorsement Number is amended to include:

Endorsement Number	Form Title
LTRLCSTX0505	LOSS CONTROL SERVICES LETTER - TEXAS
PNCW010915	FRAUD NOTICE
PNCW021015	PRIVACY POLICY
PNCW050914	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
PNFL031015	FLORIDA NOTICE (COMPLAINT)
PNFL041015	FLORIDA - WORKERS COMPENSATION NOTICE TO POLICYHOLDERS
PNMS011015	MISSISSIPPI - WORKERS COMPENSATION NOTICE TO POLICYHOLDERS
PNPA011015	PENNSYLVANIA - WORKERS COMPENSATION NOTICE TO POLICYHOLDERS
PNTN011015	TENNESSEE NOTICE (COMPLAINT)
PNTN021015	TENNESSEE - RATING APPEALS WORKERS COMPENSATION NOTICE TO POLICYHOLDERS
PNTX011015	TEXAS NOTICE (COMPLAINT)
PNTX021015	TEXAS - WORKERS COMPENSATION - LOSS PREVENTION NOTICE
WC000001A0108	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY - INFORMATION PAGE
WC9900150314	SCHEDULE OF NAMED INSUREDS AND LOCATIONS
WC9900090108	SCHEDULE OF ENDORSEMENTS
WC990607F0915	IN WITNESS - XL SPECIALTY INSURANCE COMPANY
WC9906840915	IN WITNESS - XL SPECIALTY INSURANCE COMPANY (ARIZONA AND VIRGINIA)
WC000000C0115	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC9901100108	EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT
WC990304A0108	FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT
WC990603B0108	AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT
WC990604B0108	UNINTENTIONAL FAILURE TO DISCLOSE ENDORSEMENT
WC990627A1215	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT (APPLICABLE IN AL, MS & SC)
WC9906280108	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT (APPLICABLE IN NC)
WC990628A1215	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT (APPLICABLE IN GA)
WC0001040484	FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT (APPLICABLE IN TEXAS)
WC000104A1004	FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT
WC000106A0492	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT
WC000108A0492	NONAPPROPRIATED FUND INSTRUMENTALITIES ACT COVERAGE ENDORSEMENT
WC000109C0115	OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT
WC000201B0115	MARITIME COVERAGE ENDORSEMENT
WC0002030484	VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT
WC0003010484	ALTERNATE EMPLOYER ENDORSEMENT (APPLICABLE IN TEXAS)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Countersigned by

WC000301A0289	ALTERNATE EMPLOYER ENDORSEMENT
WC000303C1004	EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC000311A0891	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC0003130484	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC0004040484	PENDING RATE CHANGE ENDORSEMENT
WC0004140790	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC0004190101	PREMIUM DUE DATE ENDORSEMENT
WC000421D0115	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422B0115	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC020401C0210	ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT
WC020601A0915	ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC990610	ARIZONA ADDENDUM
WC9906300108	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT-ARIZONA
WC0902010115	FLORIDA MARITIME COVERAGE ENDORSEMENT
WC0903030805	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC090403B0115	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC090406A0715	FLORIDA FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT
WC0904070713	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC0906061098	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC9900100108	EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT - FLORIDA
WC990606A0108	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT- FLORIDA
WC9906710414	FLORIDA AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT
WC1004020113	GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC100601B0714	GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT
WC320301C0114	NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT
WC340301C0310	OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC3706010484	SPECIAL PENNSYLVANIA ENDORSEMENT INSPECTION OF MANUALS
WC3706020484	PENNSYLVANIA NOTICE
WC370603A0895	PENNSYLVANIA ACT 86 1986 ENDORSEMENT
WC3706041099	PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT
WC990639A1215	PENNSYLVANIA WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT
WC4104020803	TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT
WC990644A1215	TENNESSEE WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT
WC420301G0614	TEXAS AMENDATORY ENDORSEMENT
WC420304B0614	TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC9906400108	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT- TEXAS

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000874-01

Endorsement No.

Countersigned by

IN WITNESS

XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supersedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Joseph Tocco
President



Toni Ann Perkins
Secretary

IN WITNESS
XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supersedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



Joseph Tocco
President



Toni Ann Perkins
Secretary

WC 99 06 84
Ed. 0915

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

- such third party as a result of injury to your employee;
2. For care and loss of services; and
 3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15)

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured
Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 01 10
Ed. 1/08

Foreign Voluntary Compensation And Employers' Liability Coverage Endorsement**A. How This Insurance Applies**

This Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. Disease includes any sickness or disease endemic to the place of the employee's employment outside the United States, its territories or possessions, or Canada.

1. The employee must be a citizen or resident of the United States, its territories or possessions, or Canada.
2. The bodily injury must occur while the employee is working outside of the United States, its territories or possessions, or Canada.
3. The bodily injury must occur in the course of employment.
4. Bodily Injury by accident must occur during the policy period.
5. Bodily Injury by disease must be caused or aggravated by the conditions of the person's employment with you. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if your employees were subject to the workers' compensation law shown in the schedule. We will pay those amounts to the persons who would be entitled to them under that law.

We will pay reasonable expenses over and above normal transportation costs for the return of the insured employee from anywhere in the world to the United States. The repatriation must be necessary in the opinion of competent medical authority to provide proper treatment of the bodily injury.

The repatriation expense shall not exceed the limit stated in this endorsement.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law.
2. Bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits fails in the above, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. We Will Investigate, Settle, and Defend

We have the right, but not the duty, to investigate and settle a claim made or defend a suit brought elsewhere than within the United States of America, its territories or possessions, or Canada.

F. Payment of Claims

At our option, we may request that you make payments, for us, direct to the persons entitled to the benefits of this insurance. We will reimburse you for those payments upon receipt of proof of payment.

G. Recovery From Others

If we recover payment from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

H. Limits of Liability

The limits of liability shall not be cumulative with any limit of liability stated elsewhere in this policy.

I. Employers' Liability Insurance

Part Two Employers' Liability Insurance applies to bodily injury covered by this endorsement.

Schedule: All states shown in Item 3.A. of the Information Page.

Locations outside of the United States: All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.

Employees: All officers and employees.

Limit of Repatriation Expense \$1,000,000 Per Employee
\$1,000,000 Each Accident

Premium \$Included

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

The first sentence of the section titled – **Your Duties If Injury Occurs** is amended to read as follows:

You shall tell us or any of our authorized representatives or agents as soon as practicable after an accident or injury becomes known to you. It is agreed that knowledge of an accident or injury by your agent, servant or employee shall not in itself constitute knowledge by you unless you or any partner or any executive officer or any other officer or person responsible for insurance matters for you shall have received such notice from the agent, servant or employee.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 06 03 B

Ed. 1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL FAILURE TO DISCLOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Your unintentional failure to disclose all hazards existing as of the inception date of this policy shall not prejudice your coverage afforded by this policy.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured
Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 06 04 B
Ed. 1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. You and we have mutually agreed to have the cost of the insurance rated under the large risk deductible plan in accordance of provisions of the Large Risk Alternative Rating Option where applicable and any Notice of Election (NOE) signed by you.
4. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
5. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount. This does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible can apply on a Per Accident or Per Employee basis, and can apply separately to workers compensation and employer liability or on a combined basis as indicated in the Schedule:
 - a. Workers Compensation
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury or disease to any one employee as the result of any one accident.
 - b. Employers Liability
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury or disease to any one employee as the result of any one accident.

All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within any Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year; or
- (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

E. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

F. Allocated Loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:
 - (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates and medical treatment records;
 - Arbitration fees;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
 - Appeal bond costs and appeal filing fees.
- (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
 - Preferred provider Network/Organization expenses.
 - Medical fee review panel expenses.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims).
- (c) Expenses which are defined as either an indemnity or medical loss.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
 - (a) First, to any payments made by us in excess of the deductible amount; and
 - (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

I. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
 - (a) Changes to this endorsement;
 - (b) Obligations to receive premiums; or
 - (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
 - (a) Our right and duty to defend any claim, proceeding or suit against you; and
 - (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount

Workers Compensation and Employers Liability combined \$ 350,000

OR

Workers Compensation

(a) \$ _____ Per Accident
 (b) \$ _____ Per Employee

Employers Liability

(c) \$ _____ Per Accident
 (d) \$ _____ Per Employee

2. Aggregate Deductible Limit is \$ _____

It is adjusted based on: (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
 (Enter Rate)

But in no event less than \$ _____
 (Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
 (Percentage of Standard Premium)

But in no event less than \$ _____
 (Dollar Amount)

(c) X No Aggregate Limit applies.

3. Maximum Loss Content (applicable only if 2. (c) of this Schedule is selected). (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
 (Enter Rate)

But in no event less than \$ _____
 (Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
 (Percentage of Standard Premium)

But in no event less than \$ _____
 (Dollar Amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

4. Allocated Loss Adjustment Expenses (ALAE): (The option that applies is indicated by "x").

(a) Included in the deductible – each accident limit and included in the aggregate amount; or(b) Excluded from the deductible – each accident limit and the aggregate amount; and

(The option that applies is indicated by "x").

i. Reimbursed by you for total amount of expense regardless of deductible limit(s); orii. Shared pro rata between you and us; oriii. Fully paid by us in return for a flat charge payable by youFlat charge: \$ _____
(Enter Dollar Amount)

NOTE: EXCEPT FOR OPTION b. iii. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

5. Claims Handling and other associated expenses:

(a) Claim Handling is: (The options that apply are indicated by "x").

i. Reimbursed by you as a percentage charge for each loss;
Percentage charge: _____ii. Reimbursed by you as a flat charge for each claim;
Flat charge per claim: \$ _____iii. Reimbursed by you as a flat charge against the policy;
Flat charge: \$ _____iv. Reimbursed by you at an amount of \$ _____

(b) Charge other than claim handling is: (The options that apply are indicated by "x").

i. Reimbursed by you at a rate of _____ times exposure base of _____ per
_____.ii. Reimbursed by you as a flat charge of _____ against the policy.

6. At final premium audit, this policy: (The options that apply are indicated by "x").

- (a) Will be billed to you at a rate of \$0.7964 per \$100 of audited payroll; or
(b) Will be billed to you using rates on Declaration Page.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: RWD3000874-01 Endorsement No.: _____

Insured: Hire Dynamics, LLC

Insurance Company: XL Specialty Insurance Company

Countersigned by: _____

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year, or
- (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:

(a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred provider Network/Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

(b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

(c) Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount; and

(b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this endorsement.

I. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

- (a) Changes to this endorsement;
- (b) Obligations to receive premiums; or
- (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

- (a) Our right and duty to defend any claim, proceeding or suit against you, and
- (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount \$ 350,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Deductible Limit is _____.
It is adjusted based on: (option that applies is indicated by "x")
 - a. Negotiated rate of _____ per \$100 of audited payroll
(enter rate)
But in no event less than \$ _____.
(dollar amount)
 - b. Negotiated percentage of standard premium
(percentage of standard premium)
But in no event less than \$ _____.
(dollar amount)
 - c. No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) : (option that applies is indicated by "x")
 - A. Included in the deductible – each accident limit and included in the aggregate amount; or
 - B. Excluded from the deductible – each accident limit and _____ aggregate amount;
and
(“included in” or “excluded from”)
(option that applies is indicated by "x")
 - i. reimbursed by you for total amount of expense regardless of deductible limit(s); or
 - ii. shared pro rata between you and us; or
 - iii. fully paid by us in return for a flat charge payable by you
flat charge: _____.
(enter dollar amount)
4. Claims Handling and other associated expenses:
 - A. Claim Handling is (options that apply are indicated by "x")
 - i. reimbursed by you as a percentage charge for each loss;
percentage charge: _____.;
 - ii. reimbursed by you as a flat charge for each claim:
flat charge per claim \$ _____.;
 - iii. reimbursed by you as a flat charge against the policy;
flat charge \$ _____.;
 - iv. reimbursed by you at an amount of \$ _____.;

- B. Charges other than claim handling is: (options that apply are indicated by "x")
- i. reimbursed by you at a rate of _____ times exposure base of _____ per ; or
 - ii. reimbursed by you as a flat charge of _____ against the policy.
5. At final premium audit, this policy (options that apply are indicated by "x")
- a. will be billed to you at a rate of \$0.7964 per \$100 of audited payroll; or
 - b. will be billed to you using rates on Declaration Page.
6. Maximum Loss Content (applicable only if 2.c. of this Schedule is selected) (option that applies is indicated by "x")
- a. Negotiated rate of _____ per \$100 of audited payroll
(enter rate)
But in no event less than \$_____.
(dollar amount)
 - b. Negotiated percentage of standard premium
(percentage of standard premium)
But in no event less than \$_____.
(dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:
Policy Number: RWD3000874-01

XL Specialty Insurance Company
(Name of Insurance Company)

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: Hire Dynamics, LLC
Effective Date of this Endorsement:

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. You and we have mutually agreed to have the cost of the insurance rated under the large risk deductible plan in accordance of provisions of the Large Risk Alternative Rating Option where applicable and any Notice of Election (NOE) signed by you.
4. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
5. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount. This does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible can apply on a Per Accident or Per Employee basis, and can apply separately to workers compensation and employer liability or on a combined basis as indicated in the Schedule:
 - a. Workers Compensation
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury or disease to any one employee as the result of any one accident.
 - b. Employers Liability
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury or disease to any one employee as the result of any one accident.

All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within any Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year; or
- (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

E. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

F. Allocated Loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:
 - (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates and medical treatment records;
 - Arbitration fees;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
 - Appeal bond costs and appeal filing fees.
- (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
 - Preferred provider Network/Organization expenses.
 - Medical fee review panel expenses.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims).
- (c) Expenses which are defined as either an indemnity or medical loss.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
 - (a) First, to any payments made by us in excess of the deductible amount; and
 - (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this endorsement.

I. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
 - (a) Changes to this endorsement;
 - (b) Obligations to receive premiums; or
 - (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
 - (a) Our right and duty to defend any claim, proceeding or suit against you; and
 - (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount

Workers Compensation and Employers Liability combined \$ 350,000

OR

Workers Compensation

(a) \$ _____ Per Accident
(b) \$ _____ Per Employee

Employers Liability

(c) \$ _____ Per Accident
(d) \$ _____ Per Employee

2. Aggregate Deductible Limit is \$ _____

It is adjusted based on: (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
(Enter Rate)

But in no event less than \$ _____
(Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
(Percentage of Standard Premium)

But in no event less than \$ _____
(Dollar Amount)

(c) X No Aggregate Limit applies.

3. Maximum Loss Content (applicable only if 2. (c) of this Schedule is selected). (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
(Enter Rate)

But in no event less than \$ _____
(Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
(Percentage of Standard Premium)

But in no event less than \$ _____
(Dollar Amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

4. Allocated Loss Adjustment Expenses (ALAE): (The option that applies is indicated by "x").

(a) X Included in the deductible – each accident limit and included in the aggregate amount; or(b) Excluded from the deductible – each accident limit and the aggregate amount; and

(The option that applies is indicated by "x").

i. Reimbursed by you for total amount of expense regardless of deductible limit(s); orii. Shared pro rata between you and us; oriii. Fully paid by us in return for a flat charge payable by youFlat charge: \$ _____
(Enter Dollar Amount)

NOTE: EXCEPT FOR OPTION b. iii. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

5. Claims Handling and other associated expenses:

(a) Claim Handling is: (The options that apply are indicated by "x").

i. Reimbursed by you as a percentage charge for each loss;
Percentage charge: _____ii. Reimbursed by you as a flat charge for each claim;
Flat charge per claim: \$ _____iii. Reimbursed by you as a flat charge against the policy;
Flat charge: \$ _____iv. Reimbursed by you at an amount of \$ _____

(b) Charge other than claim handling is: (The options that apply are indicated by "x").

i. Reimbursed by you at a rate of _____ times exposure base of _____ per
_____; orii. Reimbursed by you as a flat charge of _____ against the policy.

6. At final premium audit, this policy: (The options that apply are indicated by "x").

- (a) Will be billed to you at a rate of \$0.7964 per \$100 of audited payroll; or
(b) Will be billed to you using rates on Declaration Page.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: RWD3000874-01 Endorsement No.: _____

Insured: Hire Dynamics, LLC

Insurance Company: XL Specialty Insurance Company

Countersigned by: _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 01 04

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWD3000874-01

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Hire Dynamics, LLC

Premium \$ Included

Authorized Representative

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. Limits Of Liability of Part Two (Employers' Liability Insurance) is replaced by the following:

G. Limits Of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown

for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in item 3.A of the Information Page or in the Schedule.

Bodily injury by disease does not include disease that results directly from bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

If any state is named in item 2. of the Schedule, Part Two (Employers' Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in item 3.A of the Information Page. Part One (Workers' Compensation Insurance) does not apply in a state shown in the Schedule.

Schedule

1. Limits of Liability

Bodily Injury by Accident

\$1,000,000 each accident

Bodily Injury by Disease

\$1,000,000 aggregate

2. State

ND, OH, PR, WA & WY

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51–60) and any amendment to that Act that is in effect during the policy period.

G. **Limits of Liability** of Part Two (Employers Liability Insurance) is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below:

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.
Bodily injury by disease does not include disease that results directly from bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in Item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

Schedule

1. Limits of Liability

Bodily Injury by Accident	\$ <u>1,000,000</u> each accident
Bodily Injury by Disease	\$ <u>1,000,000</u> aggregate

2. State

ND, OH, PR, WA & WY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3000874-01

Endorsement No.

Insured Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 01 04 A
(Ed. 10-04)

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
Alabama	109%
Arizona	10%
Florida	120%
Georgia	43%
Mississippi	86%
North Carolina	92%
Pennsylvania	77.5%
South Carolina	67%
Tennessee	141%
Texas	61%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured
Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 01 06 A
(Ed. 4-92)

NONAPPROPRIATED FUND INSTRUMENTALITIES ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Nonappropriated Fund Instrumentalities Act. The policy applies to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171–8173). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Nonappropriated Fund Instrumentalities Act.

Schedule**Description and Location of Work**

If Any

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3000874-01

Endorsement No.

Insured Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 01 08 A

(Ed. 4-92)

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers Compensation Law** is replaced by the following:

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

Schedule**Description and Location of Work**

All work subject to the Outer Continental Shelf Lands Act.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No. RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 00 01 09 C

(Ed. 1-15)

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:**A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work: All activities of the Insured subject to this coverage.
2. Transportation, Wages, Maintenance, and Cure Premium \$Included

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident	<u>\$1,000,000</u>	each accident
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Bodily Injury by Disease	<u>\$1,000,000</u>	aggregate
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No. RWD3000874-01

Endorsement No.

Premium \$Included

Countersigned by _____

VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. release you and us, in writing, of all responsibility for the injury or death.
2. transfer to us their right to recover from others who may be responsible for the injury or death.
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

Schedule

1. Employees**Workers Compensation Law**

Master and members of the crews of these vessels

All Vessels

State of Hire

2. Description of Work:

All activities subject to this coverage.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3000874-01

Endorsement No.

Insured Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 02 03

(Ed. 4-84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	Address	State of Special or Temporary Employment
Only those alternate employers that require this coverage to apply.		Hawaii, Michigan, Oklahoma and Texas.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Hire Dynamics, LLC

Policy No. RWD3000874-01

Endorsement No.
Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 01
(Ed. 4-84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**1. Alternate Employer****Address**

Only those alternate employers that require this coverage to apply.

2. State of Special or Temporary Employment

All states listed in Item 3.A. of the Information Page except Alaska, Hawaii, Michigan, Oklahoma and Texas.

3. Contract or Project

If Any

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Hire Dynamics, LLC

Policy No. RWD3000874-01

Endorsement No.
Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by_____

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

<u>State</u>	<u>Premium</u>
North Dakota	Subject to Audit
Puerto Rico	Subject to Audit
Washington	Subject to Audit
Wyoming	Subject to Audit

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Hire Dynamics, LLC

Policy No RWD3000874-01

Endorsement No.
Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 03 C
(Ed. 10-04)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

Schedule

Employees	State of Employment	Designated Workers Compensation Law
All officers and employees not subject to the workers compensation law.	Any State shown in Item 3.A. of the Information Page. However, this endorsement does not apply to the following states if listed under Item 3.A. California, Hawaii, Michigan, New Jersey.	The state where the injury takes place.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured

Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 11 A

(Ed. 8-91)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule**State**

All states where applicable.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 00 04 04

(Ed. 4-84)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by_____

WC 00 04 14

(Ed. 7-90)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium \$ Included

Countersigned by_____

WC 00 04 19

(Ed. 1-01)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State See State Information Page	Rate See State Information Page	Premium Included
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

RWD3000874-01

Premium: Included

Hire Dynamics, LLC

Countersigned by _____

Insurance Company

XL Specialty Insurance Company

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

- f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
See State Information Page	See State Information Page	Included

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

RWD3000874-01

Premium Included

Hire Dynamics, LLC

Countersigned by _____

Insurance Company

XL Specialty Insurance Company

WC 00 04 22 B

(Ed. 1-15)

ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Arizona is shown in Item 3.A. of the Policy Information Page.

This endorsement provides notice that premium for your policy may be affected by the Arizona Alcohol- and Drug-Free Workplace Premium Credit Program.

You may qualify for a 5% premium credit if you have established and maintain a qualifying alcohol- and drug-free workplace program in accordance with Title 23, Chapter 2, Article 14 of Arizona Statutes.

We will determine your eligibility for this premium credit after total premium has been paid for the policy period and may be revised at the time your final premium audit is processed.

The determination that you have a qualifying program must be made each year that you receive the premium credit. To implement a premium credit program, the following guidelines must be established:

1. Insurers offering the premium credit program may apply a 5% premium credit to qualifying employers.
2. To receive the premium credit, you must:
 - a. Provide a written statement to the insurer prior to or within 30 days after the beginning of the policy effective date each year, certifying that the business has implemented a program meeting the requirements of Title 23, Chapter 2, Article 14.
 - b. At any time during the term of the policy, provide additional information to the insurer, as required, to confirm that a qualifying program has been established and is being maintained.
 - c. Comply with the alcohol and drug testing policy requirements in accordance with Title 23, Chapter 2, Article 14.
 - d. Conduct alcohol and drug testing of prospective employees.
 - e. Conduct alcohol and drug testing of an employee after the employee has been injured.
 - f. Allow us to have access to the alcohol and drug testing results under d. and e. above.
3. The determination that you have established and maintain a qualifying program must be made during each policy term that you receive the premium credit.
4. Your certification and any other information relied upon by the insurer in granting the premium credit must be kept in the insurer's underwriting files and made available to the Department of Insurance upon request.
5. The premium credit may be applied after total premium has been paid for the policy period and may be revised at final audit to the employer's policy. The credit is applicable as a supplement to deviated rates and is applied in a multiplicative manner, after the application of the experience modification, and before the application of the premium discount and expense constant.
6. You must reimburse the premium credit if it is determined that you were not in compliance with the provisions of the program.
7. Minimum premium policies are eligible for this premium credit.
8. Residual market employers are eligible to apply for this premium credit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 02 04 01 C

(Ed. 02-10)

ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies because Arizona is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. (Cancellation), of the policy is replaced by the following:

D. Cancellation and Nonrenewal

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. If you cancel or fail to renew this policy, we must promptly notify the Industrial Commission of Arizona.
3. We may cancel this policy if you fail to pay premium when due, or when one or both of the parties to a professional employer agreement terminate the agreement.
4. If we cancel or nonrenew this policy, we must mail or deliver to you and the Industrial Commission of Arizona at least 30 days' notice of the cancellation or nonrenewal. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. If we nonrenew this policy and fail to give you notice of nonrenewal, coverage will not extend beyond the policy period.
5. The policy period will end on the day and hour stated in the cancellation or nonrenewal notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium: Included

Countersigned by _____

WC 02 06 01 A

(Ed. 9-15)

ARIZONA ADDENDUM

Not notwithstanding anything to the contrary in the Workers Compensation and Employers Liability Insurance Policy, the validity of the policy is not contingent upon a countersignature by a duly authorized representative of the insured.

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT ARIZONA

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount. This does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. Allocated Loss Adjustment Expense will be included in the deductible amount – each accident, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. Allocated Loss Adjustment Expense within the deductible amount – each accident may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year, or
- (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:

- (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred provider Network/Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

(a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.

(b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.

(c) Expenses which are defined as either an indemnity or medical loss.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

(a) First, to any payments made by us in excess of the deductible amount; and

(b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

H. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

(a) Changes to this endorsement;

(b) Obligations to receive premiums; or

(c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

- (a) Our right and duty to defend any claim, proceeding or suit against you, and
- (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount \$ 350,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____.
It is adjusted based on: (option that applies is indicated by "x")
 - a. Rate of \$ _____ per \$100 of audited payroll
(enter rate)
But in no event less than \$ _____.
(dollar amount)
 - b. Percentage of standard premium
(percentage of standard premium)
But in no event less than \$ _____.
(dollar amount)
 - c. No Aggregate Limit applies.
2. Allocated Loss Adjustment Expenses (ALAE) : (option that applies is indicated by "x")
 - A. Included in the deductible – each accident limit and included in the aggregate amount; or
 - B. Included in the deductible – each accident limit and excluded from the aggregate amount.

NOTE: YOU ARE OBLIGATED TO REIMBURSE US FOR ALL ALAE WITHIN THE DEDUCTIBLE AMOUNT, UP TO THE AGGREGATE LIMIT (IF ANY).

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:

Policy Number: RWD3000874-01

XL Specialty Insurance Company
(Name of Insurance Company)

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: Hire Dynamics, LLC

Effective Date of this Endorsement:

Countersigned by _____

FLORIDA MARITIME COVERAGE ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Florida Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in Florida. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work: All activities of the Insured subject to this coverage.
2. Transportation, Wages, Maintenance, and Cure Premium \$ Included

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

RWD3000874-01

Premium: Included

Hire Dynamics, LLC

Countersigned by _____

Insurance Company

XL Specialty Insurance Company

FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3000874-01

Endorsement No.

Insured
Hire Dynamics, LLC

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 09 03 03

(Ed. 8-05)

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
 3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per \$100 of Remuneration:

See State Information Page

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium \$ Included

Countersigned by _____

WC 09 04 03 B

(Ed. 1-15)

FLORIDA FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Foreign Voluntary Compensation Insurance to the policy to which it is attached, effective on the inception date of the policy unless a different date is indicated. Florida law may already provide benefits to employees working outside of the United States of America and this endorsement does not limit or reduce any benefits required by Florida's workers compensation law.

A. Employees Covered

1. The additional coverage provided by this endorsement applies only to employees listed in Item 1. of the Schedule of this endorsement provided they are hired within the limits of the United States of America. It provides additional coverage for the listed employees while they are traveling or temporarily residing in the country(ies) named in Item 1. of the Schedule of this endorsement. Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement.
2. This insurance does not apply to any employees you hire outside the limits of the United States of America.

B. How This Insurance Applies

This additional coverage applies only to bodily injury by accident or to bodily injury by disease. Bodily injury includes resulting death.

1. An employee listed in Item 1. of the Schedule of this endorsement must sustain the bodily injury.
2. The bodily injury must arise out of and occur in the course of your employment in the country(ies) listed in Item 1. of the Schedule of this endorsement.
3. Bodily injury by accident must occur during the policy period.
4. The conditions of your workplace must cause or aggravate the bodily injury by disease. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period.

C. Exclusions

This endorsement amends Part Two—Employers Liability Insurance, C. of the policy by adding the following exclusion for coverage under this endorsement:

Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation.

D. Voluntary Workers Compensation

This endorsement amends Part One—Workers Compensation Insurance, A. of the policy by adding the following coverage:

On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law of Florida.

We will pay those amounts to the persons who would be entitled to them under such law. If this is not possible, we will reimburse you for amounts you are required to pay under the law.

The following provisions apply to this insurance:

1. In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to Florida's workers compensation law. The only exception to this is as provided for in Section F. of this endorsement.
2. We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.
3. Before we are required to make any payment or reimburse you, the persons entitled or paid must:
 - a. Release you and us in writing from all responsibility for the bodily injury or death;
 - b. Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and
 - c. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

(Ed. 7-15)

If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section.

4. Under this or any other policy we have issued to you, it is possible that the provisions of a workers compensation law, plan, or any similar law or plan may hold you or us legally liable for any injury where payments have been made or would otherwise be made under Section D. of this endorsement. If this happens, we agree that we will make no further payments under Section D. if Section E. of this endorsement applies.

E. Legal Liability Under Workers Compensation Law

1. If you are required to pay any benefits to an employee listed in Item 1. of the Schedule of this endorsement under a workers compensation or occupational disease law of the country(ies) listed in Item 1. of the Schedule of this endorsement, we will reimburse you up to, but not in excess of, the cost of benefits that would be payable under the applicable workers compensation law of Florida.
2. We will not be liable for any loss for which you had other valid and collectible insurance.
3. We assume no obligation to defend or reimburse you for any suit or proceeding against you outside of the United States of America.
4. The coverage that Section E. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any country(ies) named in Item 1. of the Schedule of this endorsement.

F. Repatriation Expense

This section only applies to coverage provided under Sections D. and E. of this endorsement.

Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to the employees listed in Item 1. of the Schedule of this endorsement. In the event that an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.

Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

G. Employers Liability

The following agreement replaces Part Two—Employers Liability Insurance, B. of the policy with respect to the coverage this endorsement provides:

B. We Will Pay

We will pay, on your behalf, all sums that you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any country(ies) designated in Item 1. of the Schedule of this endorsement other than the United States of America by any of your employees listed in Item 1. of the Schedule of this endorsement arising out of and in the course of employment by you.

The following provisions apply to Section G. of this endorsement:

1. We will reimburse you for all reasonable expenses you incur, including attorney fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend or reimburse you for any suit or any proceeding brought against you outside the United States of America.

2. The limit of our liability under Part Two will be in accordance with the following provisions:

The words "damages because of bodily injury by accident or disease, including resulting in death" in Section B. **We Will Pay** above include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees listed in Item 1. of the Schedule of this endorsement sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to "bodily injury by accident" is the

most we will pay for all damages, including damages for care and loss of services, to one or more employees listed in Item 1. of the Schedule of this endorsement in any one accident.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to "bodily injury by disease—policy limit" is the most we will pay for all damages because of bodily injury by disease, including resulting death, regardless of the number of employees listed in Item 1. of the Schedule of this endorsement who sustain bodily injury by disease outside the United States of America.

The limit shown in Item 3. of the Schedule of this endorsement for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee listed in Item 1. of the Schedule of this endorsement.

The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.

We will not make any additional payments for any claims for damages after we have paid the applicable limit of liability as shown in Items 2. and 3. of the Schedule of this endorsement.

H. Premium

In addition to the provisions of Part Five—Premium of the policy, the following provisions will apply to this endorsement:

1. We will compute the premium for this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees shown in Item 1. of the Schedule of this endorsement while traveling or residing in the country(ies) listed in the same Schedule for a period of no longer than the maximum number of consecutive days per policy period indicated in Item 1. of the Schedule of this endorsement.

Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement.

2. We will determine the premium for this coverage on the basis of the workers compensation rules, classifications, and rates approved by the appropriate regulatory authority for the state of Florida.

3. You must maintain payroll records for any employee covered by the provisions of this endorsement.

I. Other Insurance

The following provision replaces Part One—Workers Compensation Insurance, E. and Part Two—Employers Liability Insurance, F. of the policy with respect to the coverage this endorsement provides:

The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance, except with respect to insurance provided under Section E. of this endorsement. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.

Schedule

1.	Name(s) of Employees	Country(ies) of Operations	Maximum Number of Consecutive Days
	All officers and employees.	All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.	30
2. Limits of Liability for Repatriation Expense			
\$	<u>1,000,000</u>	Each employee	
\$	<u>1,000,000</u>	Each accident	
3. Limits of Liability for Part Two—Employers Liability Insurance			
\$	<u>1,000,000</u>	Bodily injury by accident—each accident	
\$	<u>1,000,000</u>	Bodily injury by disease—each employee	
\$	<u>1,000,000</u>	Bodily injury by disease—policy limit	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000874-01

Endorsement No.
Premium Included

Countersigned by _____

FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium \$ Included

Countersigned by _____

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000874-01

Countersigned by _____

Endorsement No.
Premium Included

WC 09 06 06
(Ed. 10-98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

Florida law requires ten (10) days notice when canceling a policy for nonpayment and thirty (30) days notice when canceling a policy for all reasons except nonpayment. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy, is increased to the number of days shown above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3000874-01

Endorsement No.

Insured Hire Dynamics, LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 00 10
Ed. 1/08

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT FLORIDA

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year, or
- (b) the policy is canceled for any reason by you or by us before the end of the policy period.

IN NO EVENT SHALL THE MINIMUM AGGREGATE DEDUCTIBLE LIMIT BE LESS THAN THE STANDARD PREMIUM.

D. Effect of Deductible on Employers Liability Limits

The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated Loss Adjustment Expense

"Allocated Loss Adjustment Expense" (or "ALAE") encompasses the following costs of a carrier which can be directly allocated to a particular claim:

(a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

(b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy;
- Witnesses and summonses;
- Copies of documents such as birth and death certificates and medical treatment records;
- Arbitration fees;
- Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
- Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
- Appeal bond costs and appeal filing fees.

(c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
- Preferred provider Network/Organization expenses.
- Medical fee review panel expenses.

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.
- (c) Expenses which are defined as either an indemnity or medical loss.

F. Recovery From Others

If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

- (a) First, to any payments made by us in excess of the deductible amount; and
- (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

H. Sole Representative

The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

- (a) Changes to this endorsement;
- (b) Obligations to receive premiums; or
- (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

- (a) Our right and duty to defend any claim, proceeding or suit against you, and
- (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount \$ 350,000 Each Accident (including disease as defined in Deductible – Each Accident).

2. Aggregate Deductible Limit is _____.

It is adjusted based on: (option that applies is indicated by "x")

a. Negotiated rate of _____ per \$100 of audited payroll
(enter rate)

But in no event less than \$ _____.
(dollar amount)

b. Negotiated percentage of standard premium
(percentage of standard premium)

But in no event less than \$ _____.
(dollar amount)

c. No Aggregate Limit applies.

3. Allocated Loss Adjustment Expenses (ALAE) : (option that applies is indicated by "x")

A. Included in the deductible – each accident limit and included in the aggregate amount; or

B. Excluded from the deductible – each accident limit and excluded from the aggregate amount; and
(The option that applies is indicated by "x")

i. reimbursed by you for total amount of expense regardless of deductible limit(s); or

ii. shared pro rata between you and us; or

iii. fully paid by us in return for a flat charge payable by you
flat charge: _____.

(enter dollar amount)

NOTE: EXCEPT FOR OPTION B. III. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

4. Claims Handling and other associated expenses:

A. Claim Handling is (The option that applies is indicated by "x")

i. reimbursed by you as a percentage charge for each loss;
percentage charge: _____;

ii. reimbursed by you as a flat charge for each claim:
flat charge per claim \$ _____;

iii. reimbursed by you as a flat charge against the policy;
flat charge \$ _____.

iv. reimbursed by you at an amount of \$ _____.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Endorsement Number:

Issued to: Hire Dynamics, LLC

Policy Number: RWD3000874-01

Effective Date of this Endorsement:

XL Specialty Insurance Company
(Name of Insurance Company)

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

The first sentence of the section titled **Part Four – Your Duties If Injury Occurs** is amended to read as follows:

You shall tell us or any of our authorized representatives or agents as soon as practicable after an accident or injury becomes known to you. It is agreed that knowledge of an accident or injury by your agent, servant or employee shall not in itself constitute knowledge by you unless you or any partner or any executive officer or any other officer or person responsible for insurance matters for you shall have received such notice from the agent, servant or employee.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3000874-01

Endorsement No.

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

WC 99 06 71

Ed. 0414

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Page 1 of 1

GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Georgia is shown in Item 3.A. of the Information Page.

This endorsement adds to Part Five—Premium, Condition G. Audit, the following provision:

If you do not allow us to examine and audit all of your records that relate to this policy, we may utilize a payroll amount of three times the estimated payroll for purposes of determining final premium.

Note:

This endorsement must be used if Georgia is named in Item 3.A. of the Information Page. It must be attached to the policy at inception.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium \$ Included

Countersigned by _____

WC 10 04 02

(Ed. 1-13)

GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Georgia is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect, subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practicable after receiving your request for cancellation. Our notice will state the effective date of cancellation, which will be the later of the following:
 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancellation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days prior to the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
5. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium: Included

Countersigned by _____

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy.

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

- (a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.
- (b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:
 - (1) Nonpayment of premium in accordance with the policy terms.
 - (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
 - (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
 - (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
 - (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
 - (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
 - (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
 - (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
 - (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.
 - (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.

- (d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.
3. We may refuse to renew this policy:
- If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
 - If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
 - The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
 - Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000874-01

Endorsement No.
Premium Included

Countersigned by _____

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

- A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.
- B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. **Exclusions** is changed by adding these exclusions.

C. Exclusions

This insurance does not cover:

- 5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;
- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 34 03 01 C

(Ed. 3-10)

SPECIAL PENNSYLVANIA ENDORSEMENT—INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 37 06 01

(Ed. 4-84)

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts of omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual, malice, or gross negligence.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WC 37 06 02

(Ed. 4-84)

PENNSYLVANIA ACT 86-1986 ENDORSEMENT**NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM**

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that " . . . the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer	=	Act of 1997 Employer	X	Employer Assessment
Assessment		Assessment Factor		Premium Base

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938

EMPLOYER ASSESSMENT FACTOR	0.0164
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EMPLOYER ASSESSMENT	\$ 10
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000874-01

Endorsement No.
Premium Included

Countersigned by_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. You and we have mutually agreed to have the cost of the insurance rated under the large risk deductible plan in accordance of provisions of the Large Risk Alternative Rating Option where applicable and any Notice of Election (NOE) signed by you.
4. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
5. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount. This does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible can apply on a Per Accident or Per Employee basis, and can apply separately to workers compensation and employer liability or on a combined basis as indicated in the Schedule:
 - a. Workers Compensation
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury or disease to any one employee as the result of any one accident.
 - b. Employers Liability
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury or disease to any one employee as the result of any one accident.

All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within any Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year; or
- (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

E. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

F. Allocated Loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:
 - (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates and medical treatment records;
 - Arbitration fees;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
 - Appeal bond costs and appeal filing fees.
- (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
 - Preferred provider Network/Organization expenses.
 - Medical fee review panel expenses.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims).
- (c) Expenses which are defined as either an indemnity or medical loss.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
 - (a) First, to any payments made by us in excess of the deductible amount; and
 - (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this endorsement.

I. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
 - (a) Changes to this endorsement;
 - (b) Obligations to receive premiums; or
 - (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
 - (a) Our right and duty to defend any claim, proceeding or suit against you; and
 - (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount

Workers Compensation and Employers Liability combined \$ 350,000

OR

Workers Compensation

(a) \$ _____ Per Accident
(b) \$ _____ Per Employee

Employers Liability

(c) \$ _____ Per Accident
(d) \$ _____ Per Employee

2. Aggregate Deductible Limit is \$ _____

It is adjusted based on: (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
(Enter Rate)

But in no event less than \$ _____
(Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
(Percentage of Standard Premium)

But in no event less than \$ _____
(Dollar Amount)

(c) No Aggregate Limit applies.

3. Maximum Loss Content (applicable only if 2. (c) of this Schedule is selected). (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
(Enter Rate)

But in no event less than \$ _____
(Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
(Percentage of Standard Premium)

But in no event less than \$ _____
(Dollar Amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

4. Allocated Loss Adjustment Expenses (ALAE): (The option that applies is indicated by "x").

(a) Included in the deductible – each accident limit and included in the aggregate amount; or(b) Excluded from the deductible – each accident limit and the aggregate amount; and

(The option that applies is indicated by "x").

i. Reimbursed by you for total amount of expense regardless of deductible limit(s); orii. Shared pro rata between you and us; oriii. Fully paid by us in return for a flat charge payable by you

Flat charge: \$

(Enter Dollar Amount)

iv. Paid by us (Insurer).

NOTE: EXCEPT FOR OPTION b. iii. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

5. Claims Handling and other associated expenses:

(a) Claim Handling is: (The options that apply are indicated by "x").

i. Reimbursed by you as a percentage charge for each loss;
Percentage charge: _____ii. Reimbursed by you as a flat charge for each claim;
Flat charge per claim: \$ _____iii. Reimbursed by you as a flat charge against the policy;
Flat charge: \$ _____iv. Reimbursed by you at an amount of \$ _____

(b) Charge other than claim handling is: (The options that apply are indicated by "x").

i. Reimbursed by you at a rate of _____ times exposure base of _____ per _____; orii. Reimbursed by you as a flat charge of _____ against the policy.

6. At final premium audit, this policy: (The options that apply are indicated by "x").

- (a) Will be billed to you at a rate of \$0.7964 per \$100 of audited payroll; or
(b) Will be billed to you using rates on Declaration Page.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: RWD3000874-01 Endorsement No.: _____

Insured: Hire Dynamics, LLC

Insurance Company: XL Specialty Insurance Company

Countersigned by: _____

TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Tennessee is shown in Item 3.A. of the Information Page.

The premium for the policy is determined (in part) by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc., and/or an assigned risk loss cost multiplier developed by the Tennessee Department of Commerce and Insurance.

A loss cost filing and/or a change to the assigned risk loss cost multiplier is being considered by the proper regulatory authority. The approval and/or modification of either (or both) may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. You and we have mutually agreed to have the cost of the insurance rated under the large risk deductible plan in accordance of provisions of the Large Risk Alternative Rating Option where applicable and any Notice of Election (NOE) signed by you.
4. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
5. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount. This does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible can apply on a Per Accident or Per Employee basis, and can apply separately to workers compensation and employer liability or on a combined basis as indicated in the Schedule:
 - a. Workers Compensation
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits for bodily injury or disease to any one employee as the result of any one accident.
 - b. Employers Liability
 - i. Per Accident - The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury to one or more employees as the result of any one accident.
 - ii. Per Employee – The deductible amount stated in the Schedule is the most you must reimburse us for damages for bodily injury or disease to any one employee as the result of any one accident.

All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within any Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

E. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

F. Allocated Loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:
 - (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates and medical treatment records;
 - Arbitration fees;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
 - Appeal bond costs and appeal filing fees.
- (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
 - Preferred provider Network/Organization expenses.
 - Medical fee review panel expenses.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims).
- (c) Expenses which are defined as either an indemnity or medical loss.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
 - (a) First, to any payments made by us in excess of the deductible amount; and
 - (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this endorsement.

I. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
 - (a) Changes to this endorsement;
 - (b) Obligations to receive premiums; or
 - (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
 - (a) Our right and duty to defend any claim, proceeding or suit against you; and
 - (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount

Workers Compensation and Employers Liability combined \$ 350,000

OR

Workers Compensation

(a) \$ _____ Per Accident
(b) \$ _____ Per Employee

Employers Liability

(c) \$ _____ Per Accident
(d) \$ _____ Per Employee

2. Aggregate Deductible Limit is \$ _____

It is adjusted based on: (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
(Enter Rate)

But in no event less than \$ _____
(Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
(Percentage of Standard Premium)

But in no event less than \$ _____
(Dollar Amount)

(c) No Aggregate Limit applies.

3. Maximum Loss Content (applicable only if 2. (c) of this Schedule is selected). (The option that applies is indicated by "x").

(a) _____ Negotiated rate of _____ per \$100 of audited payroll
(Enter Rate)

But in no event less than \$ _____
(Dollar Amount)

(b) _____ Negotiated percentage of standard premium _____
(Percentage of Standard Premium)

But in no event less than \$ _____
(Dollar Amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

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4. Allocated Loss Adjustment Expenses (ALAE): (The option that applies is indicated by "x").

(a) Included in the deductible – each accident limit and included in the aggregate amount; or(b) Excluded from the deductible – each accident limit and the aggregate amount; and

(The option that applies is indicated by "x").

i. Reimbursed by you for total amount of expense regardless of deductible limit(s); orii. Shared pro rata between you and us; oriii. Fully paid by us in return for a flat charge payable by youFlat charge: \$
(Enter Dollar Amount)

NOTE: EXCEPT FOR OPTION b. iii. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

5. Claims Handling and other associated expenses:

(a) Claim Handling is: (The options that apply are indicated by "x").

i. Reimbursed by you as a percentage charge for each loss;
Percentage charge: ii. Reimbursed by you as a flat charge for each claim;
Flat charge per claim: \$ iii. Reimbursed by you as a flat charge against the policy;
Flat charge: \$ iv. Reimbursed by you at an amount \$
of

(b) Charge other than claim handling is: (The options that apply are indicated by "x").

i. Reimbursed by you at a rate of times exposure base of per
; orii. Reimbursed by you as a flat charge of against the policy.

6. At final premium audit, this policy: (The options that apply are indicated by "x").

- (a) Will be billed to you at a rate of \$0.7964 per \$100 of audited payroll; or
(b) Will be billed to you using rates on Declaration Page.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: RWD3000874-01 Endorsement No.: _____

Insured: Hire Dynamics, LLC

Insurance Company: XL Specialty Insurance Company

Countersigned by: _____

TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION

B. **Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. **State** is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE—WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words "workers compensation" from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO—EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

- A. **Our Manuals** is amended by adding this sentence:

In this part, “our manuals” means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. **Final Premium**

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX—CONDITIONS

- A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. **Cancelation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers’ Compensation.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of:
 - a. Fraud in obtaining coverage;
 - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
 - c. Failure to pay a premium when payment was due;
 - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
 - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance—Division of Workers’ Compensation that it is insuring you as an employer, such notice shall be a cancelation of this policy effective when the other policy starts.

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION**A. Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance—Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement.

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, CONSUMER PROTECTION (111-1A), P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Hire Dynamics, LLC
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000874-01

Endorsement No.
Premium Included

Countersigned by _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule**1. () Specific Waiver**

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations**3. Premium: Included**

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Hire Dynamics, LLC

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3000874-01

Endorsement No.

Premium Included

Countersigned by _____

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT TEXAS

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated loss Adjustment Expense

1. **“Allocated Loss Adjustment Expense”** (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:

- (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:

- Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates and medical treatment records;
 - Arbitration fees;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
 - Appeal bond costs and appeal filing fees.
- (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
 - Preferred provider Network/Organization expenses.
 - Medical fee review panel expenses.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims).
- (c) Expenses which are defined as either an indemnity or medical loss.

F. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

- (a) First, to any payments made by us in excess of the deductible amount; and
- (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

G. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

2. When a cancellation is due to non-payment of premiums, the cancellation shall not become effective until ten (10) days after a notice of cancellation is served on the employer and filed with the office of the Chairman.

3. When a cancellation is due to any reason other than non-payment of premiums, the cancellation becomes effective thirty (30) days after the notice of cancellation is served on the employer and filed with the office of the Chairman.

H. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:

- (a) Changes to this endorsement;
- (b) Obligations to receive premiums; or
- (c) Giving or receiving notice of cancellation.

I. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

J. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:

- (a) Our right and duty to defend any claim, proceeding or suit against you, and
- (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount \$ 350,000 Each Accident (including disease as defined in Deductible – Each Accident).
2. Aggregate Limit is _____.

It is adjusted based on: (option that applies is indicated by "x")

- a. Negotiated rate of _____ per \$100 of audited payroll
(enter rate)
But in no event less than \$ _____.
(dollar amount)
 - b. Negotiated percentage of standard premium
(percentage of standard premium)
But in no event less than \$ _____.
(dollar amount)
 - c. No Aggregate Limit applies.
3. Allocated Loss Adjustment Expenses (ALAE) : (option that applies is indicated by "x")
 - A. Included in the deductible – each accident limit and included in the aggregate amount; or
 - B. Excluded from the deductible – each accident limit and _____ aggregate amount; and
("included in" or
"excluded from")
(option that applies is indicated by "x")
 - i. reimbursed by you for total amount of expense regardless of deductible limit(s); or
 - ii. shared pro rata between you and us; or
 - iii. fully paid by us in return for a flat charge payable by you
flat charge: _____.
(enter dollar amount)

NOTE: EXCEPT FOR OPTION B. III. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

4. Claims Handling and other associated expenses:

- A. Claim Handling is (options that apply are indicated by "x")
 - i. reimbursed by you as a percentage charge for each loss;
percentage charge: _____;
 - ii. reimbursed by you as a flat charge for each claim:
flat charge per claim \$ _____;
 - iii. reimbursed by you as a flat charge against the policy;
flat charge \$ _____.
 - iv. reimbursed by you at an amount of \$ _____.

- B. Charges other than claim handling is: (options that apply are indicated by "x")
- i. reimbursed by you at a rate of \$ _____ per \$100 of payroll ; or
 - ii. reimbursed by you as a flat charge of _____ against the policy.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:
Policy Number: RWD3000874-01

XL Specialty Insurance Company
(Name of Insurance Company)

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: Hire Dynamics, LLC
Effective Date of this Endorsement:

Countersigned by _____
Authorized Representative