



PNL Benefits
2400 W. Carson St, Suite 225
Torrance, CA 90501
(310) 787-9999 Fax (310) 883-0024

Insurance Quotation # 0622755A

Date: 1/20/2017
To: David C. Lebental
RE: Studio71, LP - "LOL @ JFP"
Proposed Effective: January 20, 2017 through January 20, 2020
From: Shauna De Bolt - Underwriting Manager
(310) 265-3803 fax (310) 265-3805
shauna@neéis.com

Insurance Company **One Beacon Professional Insurance**

A. M. Best Rating

Dear David C. Lebental :

Thank you for giving us the opportunity to offer an insurance Proposal.

The enclosed Proposal is based on the information you provided and depending on certain changes to risk, the underwriters may require that you submit additional specified information as a prerequisite to our binding coverage. It is important to note that the terms and conditions set forth below in the following page/s is subject to change or withdrawal depending on the content of the information that you have provided.

This proposal contains only a general description of coverage provided. Please refer to policy forms and endorsements for detailed description of the terms and conditions of the policy. Specimen copies are available upon request.

ERRORS & OMISSIONS**7,162.00**

Policy Term	3 year policy term	
Media Professional Liability	<u>Limits of Liability</u> <i>Defense Costs are Within the Limits of Liability</i> Each Occurrence \$3,000,000 Aggregate for All Claims \$5,000,000	
Retention	Each Claim or Related Claim	\$25,000
Premium	\$7,162 Premium is due and payable Failure to pay the premium in full may result in cancellation of coverage.	
Minimum Earned Premium Percentage:	100%	
Scheduled Media	Refer to Amend Item 3 of the Declarations Endorsement	
Policy Endorsements	NPE-950CA-11-14 California Amendatory NPE-95029-03-16 Additional Insured Primary Coverage With Notice Of Cancellation – Lions Gate Entertainment Corp. NPE-95029-03-16 Additional Insured Primary Coverage With Notice Of Cancellation – JP Morgan Chase Bank NPE-95002-11-14 Additional Insured Primary Coverage <u>Additional Insured(s):</u> Laugh Out Loud NPE-95005-11-14 Amend Item 3 of the Declarations Scheduled Media: 52 Episodes of Production	
	Titled: LOL @ JFL, including the gathering, creation, acquisition, investigation, development and compilation of matter, including bonus material related to the film committed prior to the inception date of this policy or during the policy period with respect to the aforementioned film	

NPE-95025-11-14	Declaratory Relief Action Coverage
NPE-95011-11-14	Merchandising Coverage
NPE-95012-11-14	Reliance on Other Application
	<u>Policy Application</u> <u>Date</u>
	Hiscox 01.17.2017
NPE-95020-11-14	Rights Period <u>Specified Contract</u> Contract dated TBD with Lions Gate Entertainment Corp <u>Specified Production(s)</u> LOL @ JFL

Insurance Company | Atlantic Specialty Insurance Company
This is an admitted policy.

Policy Form | NPF-95001-11-14
Producer and Entertainment Advantage Policy

Quote Expiration Date | 02.20.2017

Conditions | This quote is subject to OneBeacon Professional Insurance's receipt, review and acceptance of the outstanding conditions noted below prior to binding. The underwriter may elect at its discretion to accept an order to bind subject to receipt of such outstanding conditions within a specified timeframe.

- Copy of Executed Distribution Agreement for Rights Period Endorsement fill-ins - prior to policy issuance

Additional Information | • Terms are being offered on Admitted Paper.

SUMMARY

Line of Business	Premium
Errors & Omissions - Film Producers	\$7,162.00
Total Premium Taxes & Fees	\$7,162.00

This letter does not amend or otherwise affect the terms, conditions, or coverage of any insurance policy issued by One Beacon Professional Insurance. It is not a representation that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any such policy. Whether coverage does or does not exist for any particular claim or loss under the policy depends on the facts and circumstances involved in the claim or loss and all applicable policy wording. Variations in state law regarding the interpretation of insurance policies may exist, and any statements of coverage scope or intent in this letter are general in nature and are subject to change based on such variations. Availability of coverage referred to in this letter may be dependent upon state regulations.

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insuring Company : One Beacon Professional Insurance

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act") effective December 26, 2007, we are making available to you insurance for losses arising out of certain acts of terrorism. Â The policy you are purchasing already includes insurance for such acts. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Â Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Â However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ENDORSEMENT NO. <EN>
ADDITIONAL INSURED PRIMARY COVERAGE WITH NOTICE OF CANCELLATION OR NON-
RENEWAL ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged:

- (1) The term "**insured**", as defined in Section II DEFINITIONS of this Policy, is amended to include the person(s) or entity(ies) scheduled below (each an "**additional insured**"), but solely with respect to liability imposed or sought to be imposed on such **additional insured** arising from the **matter** furnished to such **additional insured** by the **named insured** or a **subsidiary**.
- (2) No coverage will be available under this Policy for **loss or defense costs** for any **claim** against an **additional insured** based upon the actual or alleged acts, errors or omissions of the **additional insured**.
- (3) The coverage afforded to an **additional insured** under this Policy shall be primary to and will not seek contribution from any other insurance available to the **additional insured** provided that such **additional insured** is a named insured under such other insurance.
- (4) If a written agreement exists between the **named insured** and an **additional insured** providing indemnity or contribution in favor of such **additional insured**, the amount, extent and scope of coverage available under this Policy to such **additional insured** will be no greater than the amount, extent and scope of indemnification available to such **additional insured** as agreed to by the **named insured** in such agreement.
- (5) It is understood and agreed that the **additional insured(s)** scheduled below share in the applicable Limits of Liability set forth in ITEM 4 of the Declarations.
- (6) If this Policy is cancelled or non-renewed by the **underwriter**, the **underwriter** agrees to provide the **additional insured** with notice of such cancellation or non-renewal, at the address set forth next to the **additional insured's** name, when notice of such cancellation or non-renewal is sent to the first **named insured**. It is understood and agreed that notice of cancellation to an **additional insured** does not constitute a prerequisite to effective policy cancellation. Failure to provide notice of cancellation to any **additional insured** shall impose no liability of any kind or nature whatsoever on the **underwriter** and shall not amend or extend the effective date of policy cancellation or invalidate the cancellation.

SCHEDULE

<u>Additional Insured</u>	<u>Premium</u>	<u>Address</u>
	<u>Included</u>	<Address>

All other terms, conditions and limitations of this Policy shall remain unchanged.

SPECIMEN

ENDORSEMENT NO. <EN>
ADDITIONAL INSURED PRIMARY COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARNAME>

In consideration of the premium charged:

- (1) The term "**insured**", as defined in Section II DEFINITIONS of this Policy, is amended to include the person(s) or entity(ies) scheduled below (each an "**additional insured**"), but solely with respect to liability imposed or sought to be imposed on such **additional insured** arising from the **matter** furnished to such **additional insured** by the **named insured** or a **subsidiary**.
- (2) No coverage will be available under this Policy for **loss or defense costs** for any **claim** against an **additional insured** based upon the actual or alleged acts, errors or omissions of the **additional insured**.
- (3) The coverage afforded to an **additional insured** under this Policy shall be primary to and will not seek contribution from any other insurance available to the **additional insured** provided that such **additional insured** is a named insured under such other insurance.
- (4) If a written agreement exists between the **named insured** and an **additional insured** providing indemnity or contribution in favor of such **additional insured**, the amount, extent and scope of coverage available under this Policy to such **additional insured** will be no greater than the amount, extent and scope of indemnification available to such **additional insured** as agreed to by the **named insured** in such agreement.
- (5) It is understood and agreed that the **additional insured(s)** scheduled below share in the applicable Limits of Liability set forth in ITEM 4 of the Declarations.

SCHEDULE

Additional Insured	Premium
	\$

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
AMEND ITEM 3 OF THE DECLARATIONS ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, ITEM 3 of the Declarations is amended to read in its entirety as follows:

ITEM 3. SCHEDULED MEDIA:

52 Episodes of Production Titled: LOL @ JFL, including the gathering, creation, acquisition, investigation, development and compilation of **matter**, including bonus material related to the film committed prior to the inception date of this policy or during the **policy period** with respect to the aforementioned film

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
DECLARATORY RELIEF ACTION COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <POLICYNO>
Issued by <CARRNAME>
Issued to <ACCTNAME>

In consideration of the premium charged:

- (1) The term "**defense costs**" as defined in Section II DEFINITIONS of this Policy is amended to read in its entirety as follows:

Defense costs means:

- (1) reasonable and necessary fees, costs and expenses incurred to respond to a demand for retraction or correction of **matter**;
- (2) reasonable and necessary legal fees, costs and expenses incurred by outside counsel in the investigation, adjustment, defense or appeal of a **claim**;
- (3) the cost of any appeal bond or bond to release attachments as a result of a covered **claim** for a bond amount not exceeding the Limit of Liability, but the **underwriter** shall not be obligated to apply for or furnish any such bond; or
- (4) **declaratory relief action costs** incurred in connection with a covered **claim**;

provided that **defense costs** shall not include remuneration, salaries, wages, fees, expenses, overhead or benefit expenses of any **insured**.

- (2) Section II DEFINITIONS of this Policy is amended to include the following additional term:

"Declaratory relief action costs" means reasonable and necessary legal fees, costs and expenses incurred by the **insured** to initiate a declaratory relief action if:

- (1) the **insured** receives notice of a covered **claim** arising from an **occurrence** committed by the **insured** during the **policy period**;
- (2) the underlying **claim** is reported to the **underwriter** in accordance with Section IV GENERAL CONDITIONS (D) of this Policy;
- (3) the **insured** has received the **underwriter's** prior written consent to initiate such declaratory relief action in response to such **claim**; and
- (4) the **claim** remains pending against the **insured** while the **insured** pursues its declaratory relief action in response to such **claim**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
MERCHANDISING COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARNAME>

In consideration of the premium charged:

- (1) The term "**occurrence**", as defined in SECTION II DEFINITIONS of this Policy is amended to include the following:

merchandising activities.

- (2) SECTION III EXCLUSIONS (V) of this Policy is deleted in its entirety.

- (3) SECTION III EXCLUSIONS of this Policy is amended to add the following:

based upon or arising out of any actual or alleged **bodily injury** or **property damage** arising from **merchandising activities**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
RELIANCE ON OTHER APPLICATION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is understood and agreed that the **underwriter** will accept the particulars and statements contained in the application(s) referenced below. It is further understood and agreed that the **insureds** represent that the particulars and statements contained in such application(s) or other materials submitted with such application(s) are true, accurate, and complete and agree that:

- (1) this Policy is issued and continued in force by the **underwriter** in reliance upon the truth of such representations;
- (2) those particulars and statements are the basis of this Policy; and
- (3) such application(s) and those particulars and statements are incorporated in and form a part of this Policy.

POLICY APPLICATION

DATE OF APPLICATION

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All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. <EN>
RIGHTS PERIOD ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on _____, forms part of:

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the additional premium of <\$AdditionalPremium> charged, solely with respect to the contract scheduled below (the "Specified Contract") and the production(s) scheduled below (the "Specified Production(s)"):

- (1) Subject to the terms and conditions set forth in this Endorsement, the **underwriter** agrees to extend the **policy period** of this Policy until the expiration date of the rights period set forth in the Specified Contract or for a period of seven (7) years from the Expiration Date of this Policy, whichever is less, for the **advertising** and exhibition of the Specified Production(s).
- (2) If there is no expiration of the rights period in the Specified Contract, it is understood and agreed that for the purposes of the coverage afforded under this Endorsement, the rights period of such Specified Contract shall be deemed to expire three (3) years from the Expiration Date of this Policy.
- (3) The coverage provided under this Endorsement applies only to the Specified Contract and the Specified Production(s) below, regardless of the number of productions or other **scheduled media** on this Policy.
- (3) The **underwriter's** applicable Limits of Liability set forth in ITEM 4 of the Declarations shall not be increased or otherwise affected in any way by reason of the extension of the **policy period** provided under this Endorsement.

Specified Contract:

<TitleDateandDescriptionofSpecifiedContract>

Specified Production(s):

<TitleofSpecifiedProduction(s)>

All other terms, conditions and limitations of this Policy shall remain unchanged.

**PRODUCER AND ENTERTAINMENT
ADVANTAGE POLICY**

OneBeacon
PROFESSIONAL INSURANCE®

DEFENSE COSTS ARE PART OF AND NOT IN ADDITION TO THE LIMITS OF LIABILITY OF THIS POLICY. **DEFENSE COSTS** WILL ERODE AND MAY EXHAUST THE LIMIT OF LIABILITY. **DEFENSE COSTS AND LOSS** SHALL BE APPLIED AGAINST THE RETENTION. THE UNDERWRITER WILL HAVE NO OBLIGATION TO PAY JUDGMENTS, SETTLEMENTS OR **DEFENSE COSTS** ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED BY **DEFENSE COSTS OR LOSS**. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the **underwriter**, and subject to all of the terms and conditions of this Policy (including all endorsements hereto), the **underwriter** and the **insured** agree as follows:

I. COVERAGE AGREEMENTS

(A) Communications and Personal Injury Liability

The **underwriter** will pay on behalf of the **insured** any **loss** and **defense costs** in excess of the Retention and within the applicable Limit of Liability that the **insured** is legally obligated to pay to third parties because of liability imposed by law or **assumed under contract** arising from an **occurrence** committed by the **insured** during the **policy period** that gives rise to a covered **claim**, including but not limited to a **claim** for:

- (1) defamation, however styled in a **claim**, involving disparagement or harm to the character or reputation of any person or organization, including libel, slander, product disparagement or trade libel;
- (2) invasion of or interference with the right of privacy or publicity, however styled in a **claim**, including eavesdropping, intrusion upon seclusion, false light invasion of privacy, public disclosure of private facts and misappropriation of name or likeness;
- (3) negligent or intentional infliction of emotional distress, outrage or outrageous conduct;
- (4) trespass or wrongful entry or eviction;
- (5) false arrest or imprisonment, abuse of process, detention or malicious prosecution;
- (6) violation of the Fourth Amendment to the United States Constitution or other equivalent state statute prohibiting unreasonable searches and seizures relating to newsgathering;
- (7) breach of any duty of confidentiality in any oral, written or implied agreement arising from the failure to maintain the confidentiality of a source or the materials furnished by a source, or from the failure to portray a source or subject in a certain manner or light;
- (8) disclosure of a trade secret to the public in **scheduled media**;
- (9) infringement of copyright, infringement of **title**, plagiarism, **piracy** and misappropriation of ideas, material or information;

- (10) failure to attribute authorship or to recognize creative moral rights pursuant to a written agreement;
- (11) infringement or dilution of trademark, **slogan**, trade name, trade dress, service mark or service name;
- (12) **unfair competition**, but only when alleged in, and based on the same factual allegations as, a **claim** covered under one or more of subparts 1 – 11 above;
- (13) deceptive trade practices, but only when alleged in, and based on the same factual allegations as, a **claim** covered under one or more of subparts 1 – 11 above; provided that the acts giving rise to such causes of action had been approved in advance by the **insured's** counsel;
- (14) conspiracy, but only when alleged in, and based on the same factual allegations as, a **claim** covered under one or more of subparts 1 – 11 above;
- (15) breach of a written, oral or implied hold harmless or indemnification agreement, but only when alleged in, and based on the same factual allegations as, a **claim** covered under one or more of subparts 1 – 11 above;
- (16) any contempt order, but only if the act or omission giving rise to such contempt order had been authorized in advance by the **insured's** counsel based upon such counsel's good faith belief that (a) the applicable court order violated the First Amendment to the United States Constitution or any similar provision of a state constitution protecting freedom of speech and press; or (b) the act or omission was not a violation of such court order;
- (17) any proceeding relating to spoliation of evidence arising from the inadvertent destruction or recycling of the **insured's matter** relating to **scheduled media**;
- (18) breach of a license the **insured** has obtained to use a third-party's trademark or copyrighted material, but only to the extent that the **insured's** use inadvertently exceeds the limitations expressly set forth in the license agreement regarding the territory, duration or media in which the material may be used and only when alleged in, and based on the same factual allegations as, a **claim** covered under one or more of subparts 1-17 above;
- (19) negligent supervision of an employee, but only when alleged in, and based on the same factual allegations as, a **claim** covered under one or more of subparts 1-18 above.

(B) Contextual Errors and Omissions Liability

The **underwriter** will pay on behalf of the **insured** any **loss** and **defense costs** in excess of the Retention and within the applicable Limit of Liability that the **insured** is legally obligated to pay to third parties because of liability imposed by law or **assumed under contract** arising from an **occurrence** committed by the **insured** during the **policy period** that gives rise to a covered **claim** for negligence, misrepresentation, misstatement or misleading statement in connection with the content of **matter** uttered or disseminated in **scheduled media**.

II. DEFINITIONS

- (A) Advertising** means the content of **public appearance**, publicity, press releases or materials promoting the **scheduled media**, provided that **advertising** does not include: (1) one-on-one written or oral communications; (2) any lottery, sweepstakes, coupons, contests or games of chance, including but not limited to any redemption of any of the above; or (3) the design, print, images or information contained in or on the packaging or labeling of any goods or products.
- (B) Assumed under contract** means liability assumed by the **insured** in any written, oral or implied hold harmless or indemnification agreement with any third party, but only with respect to **matter** provided by the **insured** and for an **occurrence** that is otherwise covered under this Policy.
- (C) Bodily injury** means bodily injury, sickness or disease, including death.

(D) Claim means:

- (1) a judicial or alternative dispute resolution proceeding seeking monetary damages, services or injunctive relief against an **insured** for an **occurrence**;
- (2) a written demand or notice received by an **insured** from any person or entity seeking to hold an **insured** responsible for an **occurrence**;
- (3) a demand for the retraction or correction of **matter**; or
- (4) a written request to toll or waive an applicable statute of limitations relating to a potential **claim** against an **insured**;

provided that **claim** shall not include any subpoena or request for information issued by, or any investigation, action or proceeding brought or maintained by or on behalf of, in the name or right of, or for the benefit of, any administrative, governmental or regulatory agency, body, entity or tribunal, including but not limited to the Federal Trade Commission or the Federal Communications Commission.

(E) Defense costs means:

- (1) reasonable and necessary fees, costs and expenses incurred to respond to a demand for retraction or correction of **matter**;
- (2) reasonable and necessary legal fees, costs and expenses incurred by outside counsel in the investigation, adjustment, defense or appeal of a **claim**; or
- (3) the cost of any appeal bond or bond to release attachments as a result of a covered **claim** for a bond amount not exceeding the Limit of Liability, but the **underwriter** shall not be obligated to apply for or furnish any such bond;

provided that **defense costs** shall not include remuneration, salaries, wages, fees, expenses, overhead or benefit expenses of any **insured**.

(F) Independent contractor means an individual or entity providing **matter** or services for **scheduled media** pursuant to a written contract or agreement with the **named insured** or a **subsidiary**, including any writer, director, photographer, production company or loan out company, but only for acts committed by such individual or entity while participating in the preparation, production, broadcast, exhibition or distribution of the **scheduled media**. **Independent contractor** shall not include any licensor whose **matter** was not created for **scheduled media**, but whose matter was licensed by the **named insured** or a **subsidiary**.

(G) Insured means:

- (1) the **named insured** and any **subsidiary**;
- (2) any person who was, is or becomes a director, officer, trustee, shareholder, principal, member, partner or employee of the **named insured** or any **subsidiary**, but only for acts committed within the capacity and scope of such person's duties as such;
- (3) the estate, heirs, legal representatives or assigns of a natural person **insured** in the event of the death, incapacity or bankruptcy of such **insured**, but only to the extent that such **insured** would otherwise be provided coverage under this Policy;
- (4) the lawful spouse or domestic partner of a natural person **insured**, but only if the **claim** arises solely from the spouse's or domestic partner's status as such or from the spouse's or domestic partner's ownership interest in the **matter** giving rise to the **claim**; provided that such **claim** would otherwise be covered under this Policy if made against the **insured**; or
- (5) at the written request and sole discretion of the **named insured**, any agent, leased or temporary employee, volunteer or **independent contractor** providing **matter** or services for **scheduled media**.

media, but only for acts committed within the capacity and scope of such individual's duties as such and on behalf of the **named insured** or any **subsidiary**.

(H) **Loss** means any monetary damages the **insured** is legally obligated to pay as a result of a **claim** covered by this Policy, including: actual damages; statutory damages; punitive, multiplied or exemplary damages if insurable under applicable law; pre-judgment and post-judgment interest; and plaintiff's attorneys' fees and costs included as part of a judgment. **Loss** shall not include:

- (1) any fine, tax, fee, forfeiture, penalty or sanction (other than punitive or exemplary damages);
- (2) any non-monetary or equitable relief or redress, including but not limited to any cost or expense of complying with any injunctive, declaratory or administrative relief or specific performance award;
- (3) any cost or expense of recall, correction, production, reproduction, redistribution or reprinting of **matter** or **advertising**, or any related expenses, or any overhead costs, salaries, wages or lost profits;
- (4) any royalty or license fee, or other payment owed to a licensor under a license;
- (5) any payment, restitution, return or disgorgement of sums the **insured** is not legally entitled to;
- (6) any return, reduction, offset, or lack of payment or receipt of, any fees, compensation or other payment owed, paid, or to be paid to an **insured**; or
- (7) any matter that is uninsurable under applicable law.

With regard to punitive or exemplary damages, this Policy shall apply to the fullest extent permitted under applicable law. Where the **named insured** determines, based on written opinion of counsel, that punitive or exemplary damages are insurable under the applicable law, the **underwriter** will not challenge the **named insured's** determination of insurability.

- (I) **Matter** means the informational content of any communication in **scheduled media** or **advertising**, regardless of its nature, form or format or the medium by which such **matter** is communicated.
- (J) **Merchandising activities** means the use or licensing, and related promotion, by the **insured** of property rights relating to and arising from **scheduled media** in connection with the sale of goods or services.
- (K) **Named insured** means the person or entity named in ITEM 1 in the Declarations of this Policy.
- (L) **Occurrence** means any actual or alleged act, error or omission committed by the **insured** arising directly out of:
- (1) the gathering, creation, acquisition, investigation, development and compilation of **matter** for **scheduled media**;
 - (2) any broadcast, transmission, webcast, podcast, telecast, cablecast, serialization, production or online dissemination of **matter**;
 - (3) any publication or republication of **matter** or incidental publications relating thereto;
 - (4) **advertising of scheduled media**;
 - (5) the release, distribution, syndication, licensing, sale, lease or exhibition of **matter**;
 - (6) internet social networking in connection with **scheduled media**; or
 - (7) any **public appearance** directly relating to **scheduled media**;

provided that any and all such acts, errors or omissions or series of acts, errors or omissions based upon,

arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions, decisions or events shall be deemed to constitute a single **occurrence**, regardless of the number of repetitions, versions or forms of such **occurrence**, and shall be deemed to have occurred on the date as determined in accordance with Section IV GENERAL CONDITIONS (C) of this Policy.

- (M) **Piracy** means the wrongful use, reprinting or reproduction of copyrighted **matter**.
- (N) **Policy period** means the period from the Inception Date of this Policy stated in ITEM 2(a) of the Declarations to the Expiration Date of this Policy stated in ITEM 2(b) of the Declarations or to any earlier cancellation or termination of this Policy.
- (O) **Property damage** means:
 - (1) physical harm to or destruction of tangible or intangible property, including its loss of use; or
 - (2) loss of use of tangible or intangible property that has not been otherwise physically harmed or destroyed.
- (P) **Public appearance** means public speaking, including press conferences, speeches and seminars, and appearances on media outlets owned or operated by third parties, including radio, television and cable, by any natural person **insured** (other than an **independent contractor**) acting within the capacity and scope of such person's duties on behalf of the **named insured** or any **subsidiary**.
- (Q) **Related claims** means all **claims** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the same or related **occurrences**. All **related claims** shall be treated as a single **claim**, subject to a single Retention and single "Each Claim" Limit of Liability.
- (R) **Scheduled media** means the production(s) set forth in ITEM 3 of the Declarations.
- (S) **Slogan** means any distinctive phrase used in **advertising** which has not been copyrighted or trademarked.
- (T) **Subsidiary** means any entity in existence on the Inception Date of this Policy in which the **named insured** owns, directly or through one or more **subsidiaries**, greater than fifty percent (50%) of the issued or outstanding voting securities.
- (U) **Title** means the caption or name of the **scheduled media**; provided that **title** shall not include the **scheduled media** itself, any goods or products, or any packaging of any goods or products.
- (V) **Underwriter** means the insurance company shown on the Declarations.
- (W) **Unfair competition** means the misuse of an intellectual property right in **matter**.

III. EXCLUSIONS

This Policy does not apply to, and no coverage will be available under this Policy for any **claim**, **loss** or **defense costs**:

- (A) for any actual or alleged: (1) breach of any express or implied contract, agreement, warranty or guarantee; or (2) obligation to make or pay any fee, profit, billing, cost or expense by an **insured**, including but not limited to the **insured's** alleged failure to pay royalties or other payments or to account for same; provided that this EXCLUSION (A) shall not apply to liability **assumed under contract** or to **claims** otherwise covered under SECTION I COVERAGE AGREEMENTS (A)(7), (A)(10), (A)(15) or (A)(18);
- (B) brought by or on behalf of, or in the name or right of, any current or former **insured** against any other current or former **insured**; provided that this EXCLUSION (B) shall not apply to **claims** otherwise covered under SECTION I COVERAGE AGREEMENTS (A)(10);

- (C) based upon or arising out of usual and ordinary business activities and transactions that do not arise directly from the content of **matter** uttered or disseminated in **scheduled media**;
- (D) based upon or arising out of any actual or alleged misuse or infringement of any patent, inducement to infringe any patent, or any other misuse or violation in connection with patent rights, including any portion of any such **claim** that would otherwise be covered under this Policy;
- (E) based upon or arising out of any actual or alleged false, fraudulent, deceptive or misleading **advertising** with respect to the **insured's** goods, products or services, or any unfair competition arising therefrom;
- (F) based upon or arising out of the rendering of or failure to render **advertising** services by an **insured**, including but not limited to the development, distribution, display or placement of **advertising**, provided that this EXCLUSION (F) shall not apply to **claims** directly attributable to the content of **advertising**;
- (G) based upon or arising out of any actual or alleged **bodily injury or property damage**; provided that this EXCLUSION (G) shall not apply to **bodily injury** arising exclusively from emotional distress;
- (H) based upon or arising out of any actual or alleged violation of any responsibility, duty or obligation imposed under the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936, the Cellar-Kefauver Act of 1950, the Racketeer Influenced and Corrupt Organizations Act of 1970, any law involving or prohibiting any antitrust activity, price fixing, price discrimination, predatory pricing, monopoly or monopolization, restraint of trade, unfair competition, conspiracy, collusion, or unfair, false, deceptive or misleading trade or business practices or advertising, or any similar local, state, federal or foreign act, statute, rule, regulation, requirement, ordinance, common law, or other law, including but not limited to any amendment thereto or any regulation promulgated thereunder;
- (I) based upon or arising out of any actual or alleged violation of any responsibility, duty or obligation imposed under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act of 1940, any Blue Sky or other securities law, or any similar local, state, federal or foreign act, statute, rule, regulation, requirement, ordinance or common law, including but not limited to any amendment thereto or any regulation promulgated thereunder;
- (J) for violation of a criminal statute, which shall have been determined by a judge, jury or adverse admission; provided that this EXCLUSION (J) shall not apply to:
 - (1) prosecution of any **insured** under a criminal defamation statute;
 - (2) prosecution of any **insured** under the Espionage Act of 1917; or
 - (3) any act or omission authorized in advance by the **insured's** counsel based upon such counsel's good faith belief that (a) the criminal statute violated the First Amendment to the United States Constitution or a provision of the applicable state constitution protecting freedom of speech and press; or (b) the act or omission was not a violation of such criminal statute;
- (K) based upon or arising out of any actual or alleged: (1) unauthorized or unlawful collection, use or dissemination of internet user information through web cookies or other online profiling processes by or on behalf of the **insured**; or (2) failure to comply with any local, state, federal or foreign act, statute, rule, regulation, requirement, ordinance or common law requiring that individuals be provided with the ability to assent, consent to, or opt-in or withhold or withdraw assent to, consent to, or opt-out from the gathering, collecting, acquiring, receiving, using, obtaining or taking of any information of any type, nature or kind;

- (L) brought by or on behalf of or in the name or right of any trade or licensing agency, body, entity, society or tribunal, including but not limited to the Screen Actors Guild; Writers Guild of America; Directors Guild of America; American Society of Composers, Authors and Publishers; Society of European Stage Authors and Composers; Recording Industry Association of America; American Federation of Musicians; or Broadcast Music, Inc.;
- (M) based upon or arising out of: (1) an **occurrence** that was first committed before the Inception Date of the Policy set forth in ITEM 2(a) of the Declarations or which, prior to the Inception Date, was the subject of any notice to any **insured** of a claim or a potential claim; or (2) any fact, circumstance, situation, transaction, event, act, error or omission underlying or alleged in any prior or pending demand, litigation, or alternative dispute resolution, administrative, regulatory, investigative, or arbitration proceeding as of the Inception Date;
- (N) based upon or arising out of any actual or alleged: (1) distribution, dissemination or transmission of any unsolicited facsimile, wireless or telephone communication, electronic mail, direct mail, voice mail, or telemarketing, including but not limited to Short Message Service or Multimedia Message Service; or (2) act, error or omission that violates or allegedly violates the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), the CAN-SPAM Act of 2003 or any amendment of or addition to such laws or any statute, ordinance or regulation other than the TCPA, FCRA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communication or distribution of information of any type, nature or kind;
- (O) based upon or arising out of any (1) denial of service attack; (2) transmission of malicious code; or (3) unauthorized or unlawful accessing, taking, obtaining, using or disclosing of any **insured's** website, network, computer system or other data system, or **matter**, information or data of any type, nature or kind;
- (P) based upon or arising out of any actual or alleged discrimination or harassment of a sexual nature or discrimination or harassment because of race, creed, color, association, age, gender, sexual orientation, national origin, citizenship, ethnicity, ancestry, religion, disability or marital or economic status;
- (Q) based upon or arising out of any actual or alleged liability or breach of any duty or obligation of any **insured** as an employer, including but not limited to any **claim** brought by or on behalf of a current, former or prospective employee in connection with his or her employment or potential employment relationship or the nature, terms or conditions of such employment or potential employment;
- (R) based upon or arising out of any actual or alleged breach of any responsibility, duty or obligation in a fiduciary relationship, including but not limited to any **claim** for theft or disclosure of trade secrets; provided that this EXCLUSION (R) shall not apply to disclosure of a trade secret made to the public in **scheduled media**;
- (S) based upon or arising out of any dilution or infringement of copyright committed or allegedly committed by any **insured** in connection with the creation, development, manufacture, display, leasing, licensing, distribution, or sale by the **insured** of any software, application, program, code, or script;
- (T) based upon or arising out of any actual or alleged products liability of any kind, including but not limited to any **claim** for failure of goods, products or services to conform with any statement of quality or performance made in the **insured's matter**, or any other liability based upon or arising out of the sale, manufacture, use or consumption of any product;
- (U) based upon or arising out of any actual or alleged lottery, sweepstakes, coupon, contest, gambling or other game of chance, including but not limited to any redemption in connection therewith;
- (V) based upon or arising out of any **merchandising activities**;
- (W) based upon or arising out of the colorization of black and white film productions; or
- (X) based upon or arising out of:
 - (1) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge,

- emission, release, seepage, dispersal, escape, treatment, removal, handling, processing or disposal of any "pollutants"; or
- (2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, detect, disclose or report any "pollutants" or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

For the purposes of this EXCLUSION (X), "pollutants" means (1) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any similar local, state, federal or foreign administrative, governmental or regulatory agency, body, entity or tribunal, including but not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials; or (2) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, or any noise.

IV. GENERAL CONDITIONS

(A) Limits of Liability

- (1) The "Each Claim" amount stated in ITEM 4(A) of the Declarations shall be the **underwriter's** maximum Limit of Liability for all **loss** and **defense costs** resulting from each **claim or related claims** for which this Policy provides coverage.
- (2) The "Aggregate for all Claims" amount stated in ITEM 4(B) of the Declarations shall be the **underwriter's** maximum aggregate Limit of Liability for all **loss** and **defense costs** resulting from all **claims or related claims** for which this Policy provides coverage.
- (3) The Limits of Liability described in this GENERAL CONDITION (A) of this Policy shall apply regardless of the time of payment by the **underwriter**, the number of persons or entities included within the definition of **insured** or the number of claimants.
- (4) The **underwriter** will have no obligation to pay **loss** or **defense costs**, or to defend or continue to defend, any **claim** after the **underwriter's** applicable "Each Claim" Limit of Liability, as stated in ITEM 4(A) of the Declarations, has been exhausted by payments under this Policy. If the **underwriter's** "Aggregate for all Claims" Limit of Liability, as stated in ITEM 4(B) of the Declarations, is exhausted by payments under this Policy, the premium will be fully earned, all obligations of the **underwriter** will be completely fulfilled and exhausted, and the **underwriter** will have no further obligations of any kind or nature whatsoever under this Policy.
- (5) If any **claim** against an **insured** gives rise to coverage both under this Policy and under any other policy or policies issued by the **underwriter** or any affiliate of the **underwriter**:
- (a) the **underwriter's** and, if applicable, such affiliate's, maximum aggregate limit of liability under all such policies for all **loss** and **defense costs** from such **claim** shall not exceed the largest single available Limit of Liability under any such policy, including this Policy; and
- (b) the retention and terms and conditions applicable to such **claim** shall be the applicable retention and terms and conditions under the policy having the largest available Limit of Liability.

(B) Retention

The **insured** shall be responsible for payment in full of the Retention identified in ITEM 5 of the Declarations, which shall apply to **loss** and **defense costs** for each **claim or related claims**. The **underwriter's** obligation to pay **loss** or **defense costs** under this Policy shall be excess of such Retention. Any amounts paid within the Retention will not reduce the Limit of Liability. The **underwriter** shall have no obligation whatsoever to pay all or any portion of the Retention on behalf of the **insured**. The **underwriter** shall, however, at its sole discretion, have the right and option to do so, in which event

the **insured** shall repay the **underwriter** any amounts so paid.

(C) Date of Occurrences and Related Claims

- (1) An **occurrence** shall be deemed to have taken place on the date of the first dissemination of **matter or advertising**, or the first **public appearance** that is the subject of any **claim** or **related claims** arising out of such **occurrence**. In the event a **claim** is made but there has not yet been any such dissemination or **public appearance**, the applicable **occurrence** shall be deemed to have taken place on the date of the first act, error or omission in preparation for dissemination or **public appearance**, such as the first act of gathering, creating, acquiring, investigating or compiling **matter**.
- (2) The **underwriter** shall have no obligation under this Policy to pay any **claim** or portion of any **claim** or **related claim** that is attributable to any **occurrence** that takes place, or is deemed to have taken place by operation of this GENERAL CONDITION (C) of this Policy, prior to or after the **policy period**; provided that if an otherwise covered **claim** arises from an **occurrence** committed by the **insured** in the distribution of the **scheduled media** at a film festival exhibition prior to the Inception Date of this Policy, such **occurrence** will be deemed to have taken place during the **policy period** so long as no other policy of insurance is in effect that would apply to such **claim**.

(D) Reporting of Claims and Occurrences

If any **claim** is first made against an **insured**, as a condition precedent to its right to coverage under this Policy, the **insured** shall give the **underwriter** written notice of such **claim**, including suit papers, if any, as soon as practicable thereafter. Timely and sufficient notice by one **insured** of a **claim** shall be deemed timely and sufficient notice for all **insureds** involved in the **claim**. Such notice shall give full particulars of the **claim**, including but not limited to: a description of the **claim** and **occurrence**; the identity of the claimant and any **insureds** involved; and information on the time, place and nature of, and manner in which the **insured** first became aware of such **occurrence**.

If an **insured** becomes aware of an **occurrence** that may subsequently give rise to a **claim** or a potential **claim**, the **insured** shall give the **underwriter** written notice of such **occurrence** as soon as practicable.

(E) Notice

- (1) Notice to any **insured** shall be sent to the first **named insured** at the address designated in ITEM 1 of the Declarations.
- (2) Notice to the **underwriter** shall be sent to the address designated in ITEM 7 of the Declarations.

(F) Defense and Settlement

- (1) The **underwriter** has the right and duty to defend any covered **claim**, even if the allegations of such **claim** are groundless, false or fraudulent. The **underwriter** shall have the right to select counsel to represent the **insured** in connection with any covered **claim**. With respect to any **claim**, the **underwriter** shall have the right to make investigations, direct the defense and conduct negotiations, and, with the consent of the **insured**, enter into a settlement of any **claim** as the **underwriter** deems appropriate. If the **insured** refuses to consent to a settlement acceptable to the claimant in accordance with the **underwriter's** recommendation, then, subject to the **underwriter's** applicable Limits of Liability stated in ITEM 4 of the Declarations, the **underwriter's** liability for such **claim** shall not exceed:
 - (a) the amount for which such **claim** could have been settled plus **defense costs** incurred up to the date the **insured** refused to settle such **claim** (the "Potential Resolution Amount"); plus
 - (b) fifty percent (50%) of any **loss** or **defense costs** in excess of the Potential Resolution Amount incurred in connection with such **claim**, with the remaining fifty percent (50%)

of any **loss** or **defense costs** in excess of the Potential Resolution Amount being the responsibility of the **insured**.

- (2) No **insured** shall, except at its own cost, incur any expense, make any payment, admit any liability, assume any obligation, or settle or offer to settle any **claim** without the **underwriter's** prior written consent; provided that this paragraph (F)(2) shall not apply: (i) to the correction or retraction of **matter**; or (ii) to the settlement of any **claim** for which the total of **loss** and **defense costs** is less than the Retention.
- (3) **Defense costs** are part of, and not in addition to, the Limits of Liability stated in ITEM 4 of the Declarations.

(G) Allocation

If both **loss** and **defense costs** covered by this Policy and loss and defense costs not covered by this Policy are incurred, either because a **claim** made against the **insureds** includes both covered and uncovered matters, or because a **claim** is made against both **insureds** and others not included within the definition of "**insured**", the **insureds** and the **underwriter** agree to use their best efforts to determine a fair and proper allocation of all such amounts. The **underwriter's** obligation to pay **loss** and **defense costs** shall relate only to those sums allocated to the **insureds** that are covered under this Policy. In making such determination, the parties shall take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **claim**. In the event that the **underwriter** and the **insureds** do not reach an agreement with respect to allocation, then the **underwriter** shall be obligated to make an interim payment of the amount of **loss** or **defense costs** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.

(H) Assistance and Cooperation

In the event of a **claim**, the **insured** shall provide the **underwriter** with all information, assistance and cooperation that the **underwriter** reasonably requests. At the **underwriter's** request, the **insured** shall assist in: the investigation, defense, settlement, or other resolution of any matter; the pursuit or enforcement of any right of contribution or indemnity against another who may be liable to any **insured**; conduct with respect to any action, suit, appeal, or other proceeding, including but not limited to attending any trial, hearing, or deposition, securing and giving evidence, or obtaining the attendance of any witness.

(I) Retraction or Correction

The **insured** shall have sole discretion regarding the necessity to retract or correct **matter** that has been uttered or disseminated in **scheduled media**.

(J) Sources, Notes and Confidentiality

The duty to cooperate does not require the **insured** to disclose the identity of a confidential source or materials furnished by a source or to produce a reporter's notes, recordings, tapes, out-takes or related materials in connection with a **claim**.

(K) Territory

This Policy applies to an **occurrence** taking place anywhere in the world.

(L) Currency

If judgment is rendered or settlement is made in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the applicable rate of exchange on the date the final judgment is rendered or date such amounts are sustained or incurred.

(M) Premium

The **named insured** shall pay to the **underwriter** the premium stated in ITEM 6 of the Declarations. The premium may be subject to change during the **policy period** based upon additions or deletions of **scheduled media** or changes in the provisions of the Policy by endorsement as agreed upon by the **named insured** and the **underwriter**.

(N) Change in Risk

- (1) If, during the **policy period**, the **named insured** creates or acquires a subsidiary or another entity, or merges or consolidates with another entity such that the **named insured** is the surviving entity, no coverage will be available under this Policy for any **claim** based upon, arising out of, or in any way involving such created, acquired or merged entity unless the **underwriter** has specifically agreed by written endorsement to this Policy to provide coverage for such entity, and the **named insured** has accepted any terms and conditions, including payment of additional premium, the **underwriter** imposes in connection with such transaction.
- (2) If, during the **policy period**, the **named insured** materially changes the content or format of the **scheduled media**, no coverage will be available under this Policy for any **claim** based upon, arising out of, or in any way involving such material changes unless the **underwriter** has specifically agreed by written endorsement to this Policy to provide coverage for such material changes, and the **named insured** has accepted any terms and conditions, including payment of additional premium, the **underwriter** imposes in connection with such material changes.

(O) Other Insurance

The coverage afforded under this Policy shall be specifically excess of and will not contribute with any other valid and collectible insurance available to the **insured**, whether such other insurance is stated to be primary, *pro rata*, contributory, excess, contingent or otherwise, unless such other insurance is specifically written as excess insurance over the limits of liability provided in this Policy.

(P) Subrogation

In the event of any payment hereunder, the **underwriter** shall be subrogated to the extent of any payment to all of the rights of recovery of the **insured**. The **insured** shall execute all papers and do everything necessary to secure such rights, including but not limited to the execution of any documents necessary to enable the **underwriter** effectively to bring suit in its name. The **insured** shall do nothing that may prejudice the **underwriter's** position or potential or actual rights of recovery. The obligations of the **insureds** under this GENERAL CONDITIONS (P) shall survive the expiration, cancellation, or termination of this Policy. The **underwriter** shall have no subrogation rights against the **insured**.

With respect to a **claim**, any amount recovered upon the exercise of such rights of subrogation will be applied as follows: first, to the repayment of expenses incurred in recovery by exercise of such subrogation rights; second, to **loss or defense costs** paid by the **insured** in excess of the Limits of Liability; third, to **loss or defense costs** paid by the **underwriter**; and last, to **loss or defense costs** paid by the **insured** toward the Retention.

(Q) Assignment

No assignment of interest under this Policy shall bind the **underwriter** without the **underwriter's** prior written consent issued as an endorsement to this Policy.

(R) No Action against Underwriter

- (1) No action shall be taken against the **underwriter** by any **insured** unless, as conditions precedent thereto, the **insured** has fully complied with all of the terms of this Policy and the amount of the **insured's** obligation to pay has been finally determined either by judgment against the **insured** after adjudicatory proceedings or by written agreement of the **insured**, the claimant and the **underwriter**.
- (2) No individual or entity shall have any right under this Policy to join the **underwriter** as a party to

any **claim** to determine the liability of any **insured**; nor shall the **underwriter** be impleaded by the **insured** or his/her/its legal representative in any such **claim**.

(S) Bankruptcy or Insolvency

Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the **underwriter** of any of its obligations under this Policy.

(T) Cancellation and Non-renewal

- (1) Except as set forth in Section IV GENERAL CONDITION (A)(4), the first **named insured** may cancel this Policy at any time by transmitting to the **underwriter** written notice stating when thereafter such cancellation shall be effective. In such event, the earned premium will be calculated in accordance with the customary short rate table and procedure; provided that if this Policy is cancelled on or after the release of the **scheduled media** stated in ITEM 3 of the Declarations, the entire premium for this Policy shall be deemed fully earned as of the Inception Date set forth in ITEM 2(a) of the Declarations.
- (2) The **underwriter** may cancel this Policy by mailing written notice to the first **named insured**, at the address shown in the Declarations, stating when, not less than sixty (60) days thereafter, such cancellation shall be effective; except that, in the event of cancellation for non-payment of premium, the **underwriter** may make the cancellation effective upon written notice of only ten (10) days. If the **underwriter** cancels this Policy, earned premium will be calculated *pro rata*. If the **underwriter** receives no premium whatsoever by the premium due date and no premium whatsoever is received by the last day of such ten (10) day notice period, the **underwriter** may cancel this Policy as of the Inception Date stated in ITEM 2(a) of the Declarations.
- (3) The **underwriter** will not be required to renew this Policy upon its expiration. If the **underwriter** elects not to renew this Policy, the **underwriter** will mail written notice of non-renewal to the first **named insured**, at the address shown in the Declarations, at least sixty (60) days prior to the Expiration Date of this Policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by the **underwriter** to renew this Policy.

(U) Authorization and Notices

The first **named insured** will act on behalf of all **insureds** with respect to: the giving and receiving of any notices under this Policy; the payment of premiums to, and the receiving of return premiums from, the **underwriter**; and the receiving and acceptance of any endorsements issued to form a part of this Policy.

(V) Changes

Notice to or knowledge possessed by any agent or other person acting on behalf of the **underwriter** shall not effect a waiver or change in any part of this Policy, or prevent or estop the **underwriter** from asserting any right under this Policy. This Policy can only be altered, waived or changed by written endorsement issued to form a part of this Policy.

(W) Application Representations and Severability

The **insureds** represent that the particulars and statements contained in the application and all materials submitted in connection therewith are true, accurate and complete and agree that: this Policy is issued and continued in force by the **underwriter** in reliance on the truth of such representations; those particulars and statements are the basis of this Policy; and the application and those particulars and statements are incorporated in and form a part of this Policy. No knowledge or information possessed by any **insured** shall be imputed to any other **insured**, except for material facts or information known to the chief executive officer, chief operating officer, chief financial officer, chief technology/privacy officer, president, general counsel, risk manager, partner or principal, or any equivalent position thereof, or other person whose signature appears on the application. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the application,

this Policy shall be void with respect to any **insured** who knew of such untruth, misrepresentation or omission, or to whom such knowledge is imputed.

(X) **Risk Management**

The **underwriter** directly or indirectly may make available risk management services in connection with this Policy for the purpose of managing and reducing the risks covered under this Policy. Such risk management services may cease or change in the **underwriter's** sole discretion at any time.

(Y) **Entire Agreement**

The **insureds** agree that this Policy, including the application, Declarations and any endorsements, constitutes the entire agreement between them and the **underwriter** or any of its agents relating to this insurance.

In witness whereof, the Underwriter has caused this Policy to be executed by its authorized representative.