



HITRUST Shared Risk Facility

Middle Market Edition

THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. DEFENSE EXPENSES WILL REDUCE THE AVAILABLE LIMIT OF LIABILITY AND WILL BE APPLIED AGAINST THE RETENTION. PLEASE READ THE ENTIRE POLICY CAREFULLY.

I. INSURING AGREEMENTS

A. Expense Coverage

The **Insurer** will pay on behalf of the **Insured**, **Expense** resulting from an **Incident** or **Network Failure**, first discovered during the **Policy Period** and reported to the **Insurer** in accordance with the terms of this Policy. The **Insurer** will reimburse the **Insured** for **Extortion Payments** resulting from an **Extortion**, first discovered during the **Policy Period** and reported to the **Insurer** in accordance with the terms of this Policy.

B. Liability Coverage

The **Insurer** will pay on behalf of the **Insured**, **Damages** for any **Claim** arising from an **Incident** or **Content**, first made during the **Policy Period** or any applicable Extended Reporting Period and reported to the **Insurer** in accordance with the terms of this Policy.

C. Income Loss Coverage

The **Insurer** will reimburse the **Insured** for **Income Loss**, **Restoration Costs** or **Reputational Loss** incurred during the **Disruption Period**, resulting from an **Incident**, **Network Failure** or **Extortion** first discovered during the **Policy Period** and reported to the **Insurer** in accordance with the terms of this Policy.

D. Crime Coverage

The **Insurer** will reimburse the **Insured** for **Cryptojacking Loss**, **Invoice Manipulation Loss** or **Transfer Loss** first discovered during the **Policy Period** and reported to the **Insurer** in accordance with the terms of this Policy.

II. DEFINITIONS

A. **Application** means all information and materials submitted to the **Insurer** in the previous 12 months in connection with a request for insurance coverage under this Policy.

B. **Bodily Injury** means any and all physical injury, sickness, pain, suffering, disease or death to any person; provided, this definition does not include emotional distress, however claimed.

C. **Breach Response** means services to:

1. determine the applicability of and facilitate compliance with **Privacy Regulations**;
2. draft communications to an **Impacted Population** and governmental or regulatory authorities;



3. coordinate **Providers**;
 4. coordinate and provision credit monitoring, identity monitoring and identity restoration services to an **Impacted Population**;
 5. establish and operate a call center in response to an **Incident**; and
 6. provide public relations or crisis management to minimize the reputational impact to an **Insured** resulting from an **Incident**.
- D. **Claim** means any:
1. civil proceeding for monetary, non-monetary or injunctive relief which is commenced by the filing of a complaint or similar proceeding;
 2. administrative or regulatory proceeding, inquiry, investigation, or prosecution by a governmental entity;
 3. written demand for monetary, non-monetary or injunctive relief, or written request for arbitration, mediation or to toll or waive a statute of limitations;
- E. **Content** means any of the following resulting from the **Insured's** on-line media:
1. copyright infringement, infringement of title, slogan, trademark, plagiarism, piracy or misappropriation of ideas;
 2. defamation, slander, libel, trade libel, disparagement, or any cause of action related to harm to reputation or character of any person or organization;
 3. invasion of privacy, intrusion upon seclusion or misappropriation of name, likeness or voice; or
 4. domain name infringement or improper deep-linking or framing.
- F. **Cryptojacking Loss** means the additional costs incurred by an **Insured** for electricity, natural gas, oil or internet as a result of the use of the **Network** to mine cryptocurrency; provided, however, such costs are billed to an **Insured** through regular statements by a utility provider which include usage and consumption information.
- G. **Cyber Activity** means the state backed use of hardware, software or firmware to disrupt, deny access to, degrade, destroy or render unusable, the hardware, software or firmware, including any information thereon, vital to the function of another **Sovereign State(s)**.
- H. **Damages** means the following for which an **Insured** becomes legally obligated to pay as a result of a **Claim**:
1. the actual, necessary and reasonable legal expenses and fees in the investigation, defense or appeal of a **Claim**;



2. monetary settlements, including amounts paid to a consumer redress fund, judgments, awards, or pre-judgment and post-judgment interest;
3. punitive, exemplary or multiple damages, to the extent insurable by law and public policy in the jurisdiction where this Policy is construed. Insurability will be determined by the applicable law that favors affirmative coverage for such damages;
4. fines and penalties, to the extent insurable by law, levied by a government or regulatory authority for an **Incident**; or
5. **Payment Card Costs**; provided, however, there is no coverage for **Payment Card Costs** unless the **Insured** was considered compliant with PCI-DSS requirements at the time of the **Incident**.

Damages do not include:

- a. fines, penalties or assessments (except those described above), sanctions, taxes or amounts uninsurable under the applicable law;
 - b. future or undue profits, royalties, restitution, return or offset of fees, commissions, profits or charges for goods or services already provided, lost investment income, costs of licensing, disgorgement of profits or unjust enrichment;
 - c. costs to comply with an injunctive or non-monetary order or any agreement to provide such relief;
 - d. liquidated damages, contractually agreed to penalties or similar remedies, unless the **Insured** could have been held legally liable in the absence of such agreement; or
 - e. salaries, wages, fees, overhead or other employee benefits incurred by an **Insured**;
- I. **Data Forensics** means services provided to investigate and analyze an **Insured's Network** to determine the source and breadth of an **Incident, Network Failure** or **Extortion**.
- J. **Disruption Period** means the amount of time an **Insured's** operations are in a state of sustained interruption, either total or partial, due to an **Incident, Network Failure** or **Extortion**, commencing upon interruption and concluding once operational capacity is restored to the level immediately preceding the initial reduction. The Hourly Waiting Period set forth in Item 3. of the Declarations will begin at the commencement of the interruption and applies to each **Disruption Period**.
- K. **Executive Officer** means the CEO, COO, CFO, CISO, CIO, General Counsel or Director of Risk Management or any individual in a functionally equivalent position of the **Insured Organization**.
- L. **Expense** means the actual, necessary and reasonable fees and expenses paid to a **Provider** for **Data Forensics** and **Breach Response**.
- M. **Extended Network** means all hardware, firmware and/or software not under an **Insured's** direct operational control.



- N. **Extortion** means actual or threatened malicious activity directed at an **Insured's Network**, or at **Personal Information** or commercial information under the care, custody, or control of an **Insured**, where payment or other action from an **Insured** is demanded by a third-party or rouge employee.
- O. **Extortion Payments** mean the actual, reasonable and necessary amounts, paid to a **Provider** to avoid, terminate or mitigate an **Extortion**, including the fees and expenses to facilitate such payments.
- P. **Forensic Accountant** means those **Providers** that calculate any potential **Income Loss** and **Restoration Costs** sustained by the **Insured**.
- Q. **Impacted Population** means one or more individuals whose **Personal Information** was or may have been impacted as a result of an **Incident**.
- R. **Impacted State** means any **Sovereign State(s)** affected by **Cyber Activity**. Provided, however, no **Sovereign State(s)** can become an **Impacted State** as the result of **Cyber Activity** solely affecting the **Insured**.
- S. **Incident** means any of the following:
1. actual, alleged or suspected disclosure of **Personal Information** or commercial information;
 2. actual or alleged violation of a **Privacy Regulation** or **Security Regulation**;
 3. actual, alleged or suspected unauthorized access to or usage of the **Network** or **Extended Network**;
 4. actual interruption or cessation of the **Insured's Network** or an **Extended Network** due to a circumvention of **Security Controls**, including a voluntary takedown of the **Network** to avoid, minimize or thwart a circumvention of **Security Controls**.
- Incident** does not include any actual or alleged unlawful collection of confidential or protected information by the **Insured**.
- T. **Income Loss** means the total net revenue, plus continuing normal operating expenses incurred including payroll, which would have been earned absent the **Incident**, **Network Failure** or **Extortion**, less any avoidable and non-continuing operating expenses and other costs, during the **Disruption Period**. **Income Loss** does not include:
- a. service credits or waiver of fees of any kind that the **Insured** extends to their clients or customers;
 - b. **Damages**;
 - c. costs and expenses resulting from a voluntary takedown of the **Network**, unless such takedown was at the direction of a **Provider** to mitigate the effects of the **Incident**;
 - d. loss incurred as a result of unfavorable business conditions, loss of market share, or any other consequential loss or damages; and



- e. costs and expenses to upgrade the **Network**.
- U. **Insured** means:
- 1. the **Insured Organization**;
 - 2. any past, present or future director, officer, board member, trustee, owner, or partner of an **Insured Organization**, but only for acts performed within the scope of their duties on behalf of the **Insured Organization**;
 - 3. any past, present or future employee of an **Insured Organization**, including any full-time, part-time, temporary or leased employees, independent contractors and volunteers, but only for acts performed within the scope of their duties on behalf of the **Insured Organization**; and
 - 4. any person or entity that the **Insured Organization** has agreed to indemnify pursuant to a written contract or agreement, but only for **Incidents** by the **Insured Organization** and with the **Insurer's** prior written approval.
- V. **Insured Organization** means the **Named Insured** and any **Subsidiary**.
- W. **Insurer** means the insurance company identified in Item 5. of the Declarations.
- X. **Invoice Manipulation** means any fraudulent invoice sent to a third party due to an **Incident** which results in the **Insured's** inability to collect payment for the **Insured's** products or services.
- Y. **Invoice Manipulation Loss** means the net costs the **Insured** incurs to provide products or services to a third party; provided, however, it will not include any profit for providing such products or services.
- Z. **Named Insured** means the legal entity stated in Item. 1 of the Declarations.
- AA. **Network** means all hardware, firmware and/or software under an **Insured's** direct operational control, whether owned or leased.
- BB. **Network Failure** means an unintended interruption or outage to the **Network** not caused by an **Incident**.
- CC. **Payment Card Costs** means:
- 1. fines, penalties or assessments imposed against an **Insured** for failure to comply with any requirement of the Payment Card Industry Data Security Standards (PCI-DSS); and/or
 - 2. the actual, reasonable and necessary amounts incurred by an **Insured** to hire a Payment Card Industry Forensic Investigator to investigate, analyze and determine the source and breadth of an **Incident** impacting the **Insured's** payment card systems.
- DD. **Personal Information** means information protected by a **Privacy Regulation** or any other non-public information that could allow an individual to be uniquely identified.



- EE. **Policy Period** means the period of time shown in Item 2. of the Declarations.
- FF. **Privacy Regulation** means any law or regulation governing the control, management or use of an individual's confidential or protected information.
- GG. **Property Damage** means any physical damage, destruction of or loss of use of tangible property. For purposes of this definition, data is not considered tangible property.
- HH. **Provider** means a third-party vendor or defense counsel approved by the **Insurer** in writing.
- II. **Related Events** means all initial and subsequent **Claims, Incidents, Content, Network Failures, Extortions, Cryptjacking Loss, Invoice Manipulation** or **Transfer Fraud** arising out of or in any way involving the same or related series of facts, circumstances, transactions or events.
- JJ. **Reputational Loss** means the total net revenue which would have been earned but for harm to the **Insured's** reputation, less any avoidable and non-continuing operating expenses and other costs. The **Reputational Loss** period begins the date of the **Disruption Period**, ends 60 days thereafter and does not include **Income Loss**.
- KK. **Restoration Costs** means the actual, necessary and reasonable amounts incurred:
1. to restore, or attempt to restore, the **Insured's Network**; or
 2. to replace, at replacement cost value, **Network** assets owned by the **Insured**;
 3. in excess of the **Insured's** normal operating expenses, including the overtime paid to an employee of the **Insured Organization**, to mitigate **Income Loss**, provided such expenses do not exceed the **Income Loss** otherwise mitigated.
- Restoration Costs** do not include **Data Forensics** on an **Extended Network**.
- LL. **Security Controls** means all countermeasures and safeguards, whether policy or technology based, implemented in order to prevent intrusions of, or unauthorized access to, the **Network** or **Extended Network, Personal Information** or other data, wherever residing.
- MM. **Security Regulation** means any law or regulation requiring the operation of information technology systems to comply with minimum standards or to follow certain protocols.
- NN. **Sovereign State** means any state that has a permanent population, defined territory, independent government and the ability to regulate its own political affairs.
- OO. **Subsidiary** means:
1. any entity the **Named Insured** had more than 50% control of on or before the effective date of the **Policy Period**;



2. any for-profit or not-for-profit entity in which the **Named Insured** acquires 50% or more control of during the **Policy Period**, subject to Condition IV.H.;

PP. **Transfer Fraud** means a fraudulent instruction by a third-party to an **Insured** or to a financial institution that results in the transfer or payment of an **Insured's** funds, money, securities or cryptocurrency.

QQ. **Transfer Loss** means the loss of funds, money, securities or cryptocurrency as a result of a **Transfer Fraud**. **Transfer Loss** does not include any amounts reimbursed by an **Insured's** financial institution.

RR. **War** means any armed military conflict using physical force between **Sovereign States**, or as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power (whether or not war is declared).

III. EXCLUSIONS

A. This Policy does not cover **Damages**:

1. for the transfer of, or the failure to transfer monies, funds, securities or cryptocurrencies;
2. for any actual or alleged **Bodily Injury** or **Property Damage**;
3. based upon or arising out of any actual or alleged unlawful collection of confidential or protected information;
4. based upon or arising out of any gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or over-redemption.

B. This Policy does not cover **Damages, Expenses, Income Loss, Restoration Costs, Reputational Loss, Cryptojacking Loss, Invoice Manipulation** or **Transfer Fraud**:

1. for the seizure, confiscation, expropriation, nationalization, or destruction of **Network** assets by order of government authority;
2. based upon or arising out of any actual or alleged violation of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or derivative suit thereof;
3. based upon or arising out of any actual or alleged violation of the Federal False Claims Act;
4. based upon or arising out of any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, and any regulation thereunder, or any other similar federal, state, local or foreign law or regulation, provided, however, this Exclusion will not apply to any regulatory investigation pursuant to SEC Regulation S-P;
5. based upon or arising out of any actual or alleged unsolicited communications;
6. based upon or arising out of any actual or alleged patent infringement or misappropriation of trade secrets committed by an **Insured**;



7. based upon or arising out of any actual or alleged unfair competition, deceptive trade practices, false advertising, restraint of trade or antitrust, consumer protection laws, or any other similar federal, state, local or foreign law or regulation;
8. based upon or arising out of any actual or alleged **Claim** for breach of contract or liability assumed by the **Insured** in contract; provided, this exclusion shall not apply if liability exists in the absence of such contract, liability for **Payment Card Costs**, and for breach of a confidentiality agreement resulting from an **Incident**;
9. based upon or arising out of any actual or alleged **Claim** by an **Insured**; provided, however, this Exclusion shall not apply to a **Claim** brought by an employee of the **Insured Organization** for an **Incident**;
10. based upon or arising out of any actual or alleged **Claim** arising out of employment practices or arising out of discrimination of any kind against a person or entity;
11. based upon or arising out of any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landside, act of God; discharge, dispersal, release or escape of toxic chemicals, liquids or gases, waste materials or other contaminants, pathogens or pollutants, however caused;
12. based upon or arising out of any suspension or reduction in utilities, infrastructure or telecommunications services not under the **Insured's** direct control;
13. based upon or arising out of:
 - a. **War**;
 - b. **Cyber Activity** arising from **War**; or
 - c. **Cyber Activity** that causes a major detrimental impact to:
 - i. the security capabilities of an **Impacted State**; or
 - ii. an **Impacted State's** ability to function.

Provided, however, section III.B.13.c. will only apply if any of the **Insured's** affected hardware, software or firmware are located in an **Impacted State**.

The **Insurer** bears the burden of proof in determining the applicability of this Exclusion and nothing contained within this Policy will alter that burden in any manner. The **Insurer** may consider all objectively reasonable evidence available, including official statements of attribution by any **Sovereign State** involved.

14. based upon or arising out of fraud, criminal conduct, malicious or intentional acts or omissions, willful violation of any statute rule or law, or the gaining of profit or financial advantage to which the **Insured** is not entitled;

provided, however, this exclusion will not apply to actual, necessary and reasonable legal fees legal expenses of an otherwise covered **Claim** until there is an admission or a final, non-appealable judgment or adjudication in the underlying proceeding establishing such conduct. If such conduct is established, the **Named Insured** shall reimburse the **Insurer** for such legal fees and expenses.



For the purposes of applying this exclusion, the conduct or knowledge of a natural person **Insured** will not be attributed to any other natural person **Insured**, except that the conduct or knowledge of an **Executive Officer** will be attributed to the **Insured Organization**.

15. based upon or arising out of **Related Events**:

- a. which are the subject of any written notice given by the **Insured** under any other policy of insurance before the Inception Date of this Policy;
- b. alleged in any prior or pending litigation, regulatory or administrative proceeding or any **Claim** of which the **Insured** had knowledge or received notice prior to the Inception Date of this Policy; or
- c. which, prior to the Inception Date of this Policy, an **Executive Officer** knew or reasonably should have known could lead to a **Claim, Expense, Income Loss, Restoration Costs, Reputational Loss, Cryptojacking Loss, Invoice Manipulation or Transfer Fraud Loss**;

provided, however, if this Policy is a renewal of a policy issued by the **Insurer** to the **Insured** and continuously renewed and maintained in effect, references to the Inception Date of this Policy in this Exclusion will be deemed to refer to the Inception Date of the first such policy.

IV. CONDITIONS

A. Limits and Retention

1. The **Insurer's** maximum aggregate limit of liability under all Insuring Agreements covered by this Policy, regardless of the number of **Related Events** or other covered matters, is stated in Item 3. of the Declarations. Payments under this policy are part of, and not in addition to, the applicable limit of liability and will reduce the available aggregate limit of liability. The **Insurer** has no obligation to make any payments after the aggregate limit of liability stated in Item 3. of the Declarations has been exhausted.
2. Any coverage subject to a sublimit will be the **Insurer's** maximum liability. Each sublimit will be part of, and not in addition to, the Policy's aggregate limit of liability and payments will serve to reduce the aggregate limit of liability.
3. The **Insurer's** obligation to pay on behalf of the **Insured** for **Damages** or **Expense** is in excess of the applicable Retention stated in Item 3. of the Declarations. The **Insurer's** obligation to reimburse the **Insured** for **Income Loss, Restoration Costs** or **Reputational Loss** is subject to the Hourly Waiting Period stated in Item 3. of the Declarations. If the total hours of the **Disruption Period** exceed the Hourly Waiting Period set forth in Item 3., then the **Insurer** will reimburse the **Insured** for **Income Loss, Restoration Costs**, and/or **Reputational Loss** from the time of the initial interruption. The **Named Insured** is responsible for the payment of the applicable Retention stated in Item 3. of the Declarations. If a **Related Event** results in coverage for **Damages** and **Expense** under more than one Insuring Agreement, only the highest applicable Retention will apply. If a **Related Event** results in coverage for **Income Loss, Restoration Costs** and/or **Reputation Loss** under Insuring Agreement I.C. then one Hourly Waiting Period shall apply.

B. Reporting and Notice



1. As a condition precedent to coverage under this Policy, the **Insured** must give the **Insurer** written notice with full details of:
 - a. any **Claim**; and
 - b. any **Incident, Network Failure, Extortion, Cryptojacking Loss, Invoice Manipulation or Transfer Fraud** which may reasonably be expected to result in payment under this Policy.

Made in accordance with Item 6. of the Declarations, notice must be provided as soon as practicable, but in no event later than sixty days (60) days after the expiration of the **Policy Period**. In the event of cancellation for non-payment of premium, notice must be provided by the end of the **Policy Period**.

2. If, during the **Policy Period**, an **Executive Officer** becomes aware of an **Incident or Content** that may give rise to a **Claim**, the **Insured** must give notice consistent with Item 6. of the Declarations as soon as possible but in no event later than the Policy Expiration date. The **Insurer** will treat any resulting **Claim** as made during the **Policy Period**.
3. A **Claim** is made, and an **Incident, Network Failure, Extortion, Cryptojacking Loss, Invoice Manipulation or Transfer Fraud** is discovered, when an **Executive Officer** becomes aware of such. All **Related Events** are made or discovered when the earliest **Related Event** becomes known to an **Executive Officer**.

C. Duty to Defend and Incident Response

The **Insurer** has the right and duty to defend any **Claim** even if groundless, false or fraudulent. As a condition precedent to coverage, the **Insured** must use a **Provider** for any **Incident, Claim, Network Failure or Extortion**. The **Insurer** has the right to investigate, negotiate and settle any **Claim or Extortion** as the **Insurer** deems appropriate. The **Insured** agrees not to make any payment, engage in any settlement negotiation, attempt any resolution or incur any **Damages or Expense**, admit liability or assume any obligation without the written consent of the **Insurer**, such consent not to be unreasonably withheld, delayed or withdrawn. If the **Insured** refuses to consent to any such settlement recommended by the **Insurer** and agreed to by the claimant, then the **Insurer's** duty to defend ends and the **Insurer's** limit of liability for such **Claims** will not exceed the amount for which the **Insurer** could have settled such **Claim** had the **Insured** consented, plus claim expenses listed in Section II.H.1 up to the time the **Insurer** made its settlement recommendation, plus an additional eighty percent (80%) of the **Damages** incurred thereafter such settlement recommendation was made. All such payments by the **Insurer** are subject to Section IV.A. Limits and Retention. The **Insurer** has no obligation to defend or continue to defend any **Claim** after the Policy aggregate limit of liability is exhausted.

D. Duty to Cooperate

The **Insured** must provide the **Insurer** with its full assistance and cooperation at all times, including timely and accurate reporting and information about all **Related Events**. If any payment is made under this Policy and there is the ability to recover against any third party, it is agreed that the **Insured** tenders all its rights to recovery to the **Insurer** and agrees to assist the **Insurer** in exercising such rights. The **Insurer** shall have no subrogation rights with respect to any payment made under the Policy where the **Insured** has agreed to waive any such rights in writing prior to the date of such **Related Events**. Any recovery will first be paid to the **Insurer** toward any incurred subrogation expenses, **Damages, Expense, Income Loss, Restoration Costs, Reputational Loss, Cryptojacking Loss, Invoice Manipulation or Transfer Fraud** and any remaining amounts will be paid to the **Insured** for reimbursement of any retention paid. The **Insurer's** rights under



this provision will survive the expiration or cancellation of the Policy. No legal action may be taken against the **Insurer** unless the **Insured** has complied with all terms and conditions of the Policy.

E. Loss Valuation

The amount of **Income Loss**, **Restoration Costs** or **Reputational Loss** will be calculated by a **Provider**, to be mutually agreed upon in writing by the **Insurer** and the **Insured**. All such calculations will include a review of financials for the preceding 24 months. The **Insured** shall provide a proof of loss, including supporting document and all particulars, as soon as practicable but no later than the end of the **Policy Period**. All **Forensic Accountant** costs will erode the Policy aggregate limit.

F. Extended Reporting Period

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, the **Named Insured** has the right, within forty-five (45) days of the end of the **Policy Period**, to increase the duration of the Extended Reporting Period for additional premium. The Extended Reporting Period will only cover **Claims** first made and reported during the Extended Reporting Period for **Incidents** or **Content** which first take place prior to the end of the **Policy Period**. The Extended Reporting Period does not increase or reinstate the **Insurer's** limits of liability stated in the Declarations.

G. Other Insurance

This Policy will be primary with respect to covered **Expense**. With regards to any other coverage, this Policy will be excess over and will not contribute with any other valid and collectible insurance providing any other coverage that may be afforded under this Policy, unless such other insurance is specifically written as excess over this Policy. This Policy is not subject to the terms and conditions of any other insurance policy.

H. Acquisitions

If during the **Policy Period**, the **Named Insured** acquires or creates another entity which meets the definition of a **Subsidiary**, whose gross revenues for the most recent fiscal year prior to the inception of this policy exceed twenty-five percent (25%) of the gross revenues of the **Named Insured** for the most recent fiscal year prior to the inception date of this policy, such entity will be covered for sixty (60) days after such acquisition or creation. Coverage beyond sixty (60) days will be available subject to written approval of the **Insurer** and, if applicable, payment of any additional premium.

I. Change In Control

If the **Named Insured** merges with or is acquired by another organization or goes into receivership, coverage under this Policy will continue until the end of the **Policy Period**, but only with respect to **Incidents**, **Content**, **Network Failures**, **Extortions**, **Cryptojacking Loss**, **Invoice Manipulation** or **Transfer Fraud** that occurred prior to the change in control. The premium for this Policy will be deemed fully earned upon any change in control.

J. Representations

The **Insured** agrees that all representations made and statements contained within the **Application** for this Policy are true, accurate and complete. Such statements and information are the basis for the **Insurer's** issuance of this Policy and



are incorporated into and part of this Policy. In the event of any material untruth, inaccurate or incomplete information or misrepresentation in the **Application**, this Policy will be void ab initio if an **Executive Officer** knew as of the date of the **Application** the facts were untrue, inaccurate, incomplete or misrepresented.

K. Cancellation

The **Insurer** may not cancel this Policy except for failure to make payment or for any reason permitted by law. The **Insurer** will provide written notice of cancellation to the **Named Insured** at the address stated in Item 1. of the Declarations. This Policy may be cancelled by the **Named Insured** by providing written notice to the **Insurer**. The **Insurer** will return the unearned pro rata portion of the premium as of the date of cancellation.

L. Legal Representatives, Spouses and Domestic Partners

The legal representatives, estate, heirs, spouse or any domestic partner of an **Insured** person will be considered an **Insured** under this Policy, but only for **Claims** arising solely from their status as such, and with respect to a spouse or domestic partner, only where such **Claim** seeks amounts from marital or jointly owned property or property transferred from an **Insured**.

M. Coverage Territory and Sanctions

The coverage under this Policy applies anywhere in the world. The **Insurer** will not pay any **Damages, Expense, Income Loss, Restoration Costs, Reputational Loss, Cryptojacking Loss, Invoice Manipulation or Transfer Fraud** under this Policy if such payment would subject the **Insurer** to any sanction, prohibition or restriction under any United Nations resolution or the economic and/or trade sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

N. Authorization and Notices

The **Named Insured** will act on behalf of all **Insureds** with respect to this Policy.

O. Entire Agreement

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement. The terms, conditions and limitations of this Policy can only be waived or changed by written endorsement issued by the **Insurer**.

P. Assignment

No assignment of interest under this Policy will bind the **Insurer** without its written consent.