

## Cyber-Technology Policy Comparisons

ABA Insurance Internet/Electronic Banking Liability Insurance Policy (04/01)	Endorsements	Topic	ACE Computer & Technology Products and Services Professional Liability Insurance Policy PF-21961 (09/07)	Endorsements
January, 2011	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) January, 2011</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) January, 2011</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01) January, 2011</p>	Date Info Entered or Last Modified	September, 2010	<p>ACE Trade or Economic Sanctions Endorsement ALL-21101 (11/06) September, 2010</p> <p>ACE Reliance upon Other Carrier's Application PF-21997 (05/07) September, 2010</p> <p>ACE Telecommunications Endorsement PF-21960 (04/07) October, 2010</p> <p>ACE Funds Transfer Exclusion PF-22467 (06/07) September, 2010</p> <p>ACE Signature Endorsement LD-5S23H (02/06) October, 2010</p> <p>ACE Defense Costs Outside the Limits of Liability PF-22470 (11/08) September, 2010</p> <p>ACE Policy Territory Clause Amended PF-22519 (08/07) September, 2010</p> <p>ACE Management Consultants Endorsement PF-22463 (06/07) October, 2010</p> <p>ACE Bodily Injury and Property Damage Exclusion Amended PF-21987 (06/07) October, 2010</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p>

				<p>October, 2010</p> <p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07) October, 2010</p> <p>ACE Intellectual Property Violations Sub-Limit of Liability Insuring Agreements A and B PF-22461 (02/08) September, 2010</p>
New Version		Policy Comparison Template Version Used	New Version	
Internet-Electronic Banking		Types of Risks	Technology Consultants and Service Providers	
Negotiable		Maximum Limit	Negotiable	
<p>INTERNET/ELECTRONIC BANKING LIABILITY INSURANCE POLICY THIS IS A CLAIMS MADE POLICY WRITTEN ON A NO DUTY TO DEFEND BASIS. DEFENSE COSTS ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. PLEASE READ YOUR POLICY CAREFULLY.</p> <p>In consideration of the premium paid and in reliance upon all statements made in the Declarations and Application, the Insurer, the Insured Persons and the Company agree that coverage will be provided subject to all of the terms, conditions and limitations of this Policy, as follows:</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and Application, the Insurer and the Company agree that coverage will be provided subject to all of the terms, conditions and limitations of this Endorsement as follows:</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) In consideration of the premium paid and in reliance upon all statements made in the Declarations and Application, the Insurer and the Company agree that coverage will be provided subject to all of the terms, conditions and limitations of this Endorsement as follows:</p>	1. Form Title; Preamble	<p>COMPUTER &amp; TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY IMPORTANT NOTICE PLEASE READ THIS POLICY IN ITS ENTIRETY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES.</p> <p>Throughout this policy the words "You" and "Your" refer to the Named Insured indicated by Item 1 of the Declarations. The words "We", "Us" and "Our" refer to the Company providing the insurance. Other words and phrases that appear in bold print have special meaning. Refer to SECTION 1 -- DEFINITIONS. THIS POLICY IS WRITTEN ON A "CLAIMS-MADE-AND-REPORTED"</p>	

	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p>In consideration of the premium paid and in reliance upon all statements made in the Declarations and Application, the Insurer and the Company agree that coverage will be provided subject to all of the terms, conditions and limitations of this Endorsement, as follows:</p>		<p>BASIS AND PROVIDES PROFESSIONAL LIABILITY COVERAGE FOR THOSE CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US WHILE THIS POLICY IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING ON OR AFTER THE RETROACTIVE DATE AND PRIOR TO THE END OF THE POLICY PERIOD STATED IN THE DECLARATIONS. THIS POLICY INCLUDES COSTS OF DEFENSE WITHIN THE LIMITS OF LIABILITY. THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS, AWARDS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS DEFINED IN THE POLICY.</p> <p>In consideration of the payment of the premium and any Deductible amount due on this policy, in reliance upon the information and statements contained in the Application for insurance, and subject to all of the terms and conditions of this policy, including, without limitation, the Limits of Liability and Exclusions, We agree to provide You with the insurance coverage described herein. In return, You agree to pay the premium and any Deductible payable and each Insured agrees: (1) to perform each duty the Insured has under this policy; and (2) that this policy contains all agreements relating to this insurance.</p>	
<p>Specific provision not identified.</p>		<p>2A. Insuring Agreement: TECHNOLOGY SERVICES</p>	<p>SECTION - COVERAGE AGREEMENT</p> <p>We will pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages or Defense Costs because of a Wrongful Act to which this policy applies committed by</p>	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>- The Declarations is amended as follows:</p>

			<p>the Insured, or by any person for whose acts the Insured is legally responsible, but only if the Wrongful Act:</p> <ol style="list-style-type: none"> <li>1. first occurs during the Coverage Period; and</li> <li>2. results in a Claim for Damages which is first made against the Insured and reported to Us during the Policy Period, or any applicable Extended Reporting Period, pursuant to the terms of this policy.</li> </ol>	<p>The following Item 7 is added to the Declarations:  Item 7. Coverage(s) Purchased ("X"):  X A. Technology and Internet Errors and Omissions Liability  X B. Electronic Media Activities Liability  X C. Network Operations Security Liability (note, the Unauthorized Access and Unauthorized Use coverage afforded hereunder is limited to the Insured's Computer System)  - Section 2 - Coverage Agreement is deleted in its entirety and the following is inserted:  SECTION 2 - COVERAGE AGREEMENTS  A. Technology and Internet Errors and Omissions Liability  If Insuring Agreement A, Technology and Internet Errors and Omissions Liability coverage, is purchased pursuant to Item 7 of the Declarations (as set forth above in this endorsement), We will pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages or Defense Costs because of a Wrongful Act to which this policy applies committed by the Insured, or by any person for whose acts the Insured is legally responsible but only if the Wrongful Act first occurs during the Coverage Period and results in a Claim for Damages which is first made against the Insured and reported to Us during the Policy Period or any applicable Extended Reporting Period, pursuant to the terms of this policy.</p>
<p>SECTION I - INSURING AGREEMENT  The Insurer will pay on behalf of the</p>		<p>2B. Insuring Agreement:  MEDIA,</p>	<p>Specific provision not identified.</p>	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p>

<p>Insured Persons and/or the Company, Loss in excess of the applicable Retention and up to the applicable Limit of Liability resulting from Claims first made during the Policy Period against the Insured Persons and/or the Company for which they are legally obligated to pay for Wrongful Internet/Electronic Banking Acts involving:</p> <ol style="list-style-type: none"> <li>(1) invasion of privacy;</li> <li>(2) libel, slander, defamation or other actionable oral or written disparagement;</li> <li>(3) loss or damage to Electronic Data of a customer;</li> <li>(4) denial, impairment or interruption of service;</li> <li>(5) loss of business opportunity;</li> <li>(6) unauthorized access to a customer account maintained by the Company;</li> <li>(7) infringement of copyright, misappropriation of ideas (but not patent infringement) or plagiarism;</li> <li>(8) infringement of trademark, trade name or service mark; or</li> <li>(9) other causes of action arising directly out of the provision of Internet/Electronic Banking Services by the Company.</li> </ol>		<p>CONTENT</p>		<p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>- The Declarations is amended as follows:</p> <p>The following Item 7 is added to the Declarations:</p> <p>Item 7. Coverage(s) Purchased ("X"):</p> <p>X A. Technology and Internet Errors and Omissions Liability</p> <p>X B. Electronic Media Activities Liability</p> <p>X C. Network Operations Security Liability (note, the Unauthorized Access and Unauthorized Use coverage afforded hereunder is limited to the Insured's Computer System)</p> <p>- Section 2 - Coverage Agreement is deleted in its entirety and the following is inserted:</p> <p><b>SECTION 2 - COVERAGE AGREEMENTS</b></p> <p>B. Electronic Media Activities Liability</p> <p>If Insuring Agreement B, Electronic Media Activities Liability coverage, is purchased pursuant to Item 7 of the Declarations (as set forth above in this endorsement), We will pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages or Defense Costs because of a Wrongful Act to which this policy applies committed by the Insured, or by any person for whose acts the Insured is legally responsible but only if the Wrongful Act first occurs during the Coverage Period and results in a Claim for Damages which is first made against the Insured and reported to Us during the Policy Period or any applicable Extended Reporting Period, pursuant to the terms of this policy.</p>
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<p><b>SECTION I - INSURING AGREEMENT</b>  The Insurer will pay on behalf of the Insured Persons and/or the Company, Loss in excess of the applicable Retention and up to the applicable Limit of Liability resulting from Claims first made during the Policy Period against the Insured Persons and/or the Company for which they are legally obligated to pay for Wrongful Internet/Electronic Banking Acts involving:</p> <ul style="list-style-type: none"> <li>(1) invasion of privacy;</li> <li>(2) libel, slander, defamation or other actionable oral or written disparagement;</li> <li>(3) loss or damage to Electronic Data of a customer;</li> <li>(4) denial, impairment or interruption of service;</li> <li>(5) loss of business opportunity;</li> <li>(6) unauthorized access to a customer account maintained by the Company;</li> <li>(7) infringement of copyright, misappropriation of ideas (but not patent infringement) or plagiarism;</li> <li>(8) infringement of trademark, trade name or service mark; or</li> <li>(9) other causes of action arising directly out of the provision of Internet/Electronic Banking Services by the Company.</li> </ul>		<p>2C. Insuring Agreement:  <b>NETWORK SECURITY</b> (1st &amp; 3rd Party)</p>	<p><b>SECTION - COVERAGE AGREEMENT</b>  We will pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages or Defense Costs because of a Wrongful Act to which this policy applies committed by the Insured, or by any person for whose acts the Insured is legally responsible, but only if the Wrongful Act:</p> <ul style="list-style-type: none"> <li>1. first occurs during the Coverage Period; and</li> <li>2. results in a Claim for Damages which is first made against the Insured and reported to Us during the Policy Period, or any applicable Extended Reporting Period, pursuant to the terms of this policy.</li> </ul>	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)  In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:  - The Declarations is amended as follows:  The following Item 7 is added to the Declarations:  Item 7. Coverage(s) Purchased ("X"):  X A. Technology and Internet Errors and Omissions Liability  X B. Electronic Media Activities Liability  X C. Network Operations Security Liability (note, the Unauthorized Access and Unauthorized Use coverage afforded hereunder is limited to the Insured's Computer System)  - Section 2 - Coverage Agreement is deleted in its entirety and the following is inserted:  <b>SECTION 2 - COVERAGE AGREEMENTS</b>  C. Network Operations Security Liability  If Insuring Agreement C, Network Operations Security Liability coverage, is purchased pursuant to Item 7 of the Declarations (as set forth above in this endorsement), We will pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages or Defense Costs because of a Wrongful Act to which this policy applies committed by the Insured, or by any person for whose acts the Insured is legally responsible but only if the Wrongful Act first occurs during the Coverage Period and results in a Claim for Damages which is first made against the Insured and reported to Us during the Policy Period or any applicable Extended Reporting Period, pursuant to the terms</p>
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				of this policy.
<p>SECTION I - INSURING AGREEMENT</p> <p>The Insurer will pay on behalf of the Insured Persons and/or the Company, Loss in excess of the applicable Retention and up to the applicable Limit of Liability resulting from Claims first made during the Policy Period against the Insured Persons and/or the Company for which they are legally obligated to pay for Wrongful Internet/Electronic Banking Acts involving:</p> <ol style="list-style-type: none"> <li>(1) invasion of privacy;</li> <li>(2) libel, slander, defamation or other actionable oral or written disparagement;</li> <li>(3) loss or damage to Electronic Data of a customer;</li> <li>(4) denial, impairment or interruption of service;</li> <li>(5) loss of business opportunity;</li> <li>(6) unauthorized access to a customer account maintained by the Company;</li> <li>(7) infringement of copyright, misappropriation of ideas (but not patent infringement) or plagiarism;</li> <li>(8) infringement of trademark, trade name or service mark; or</li> <li>(9) other causes of action arising directly out of the provision of Internet/Electronic Banking Services by the Company.</li> </ol>	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p>SECTION I - INSURING AGREEMENT</p> <p>The Insurer will indemnify the Company for Loss of Property surrendered by the Company as a direct result of any threat first made during the Policy Period by a person other than a director or officer of the Company to:</p> <ol style="list-style-type: none"> <li>(1) Damage the Company's Computer System through use of or access to an Internet website or private computer network owned, operated or controlled by the Company; or</li> <li>(2) cause an Interruption of the Company's Internet/Electronic Banking Services; or</li> <li>(3) publish, utilize or disclose any Confidential Information obtained from the Company's Computer System or from an Internet website owned, operated or controlled by the Company; or</li> <li>(4) commit Theft of money or other Property owned or controlled by the Company or for which the Company is legally responsible through use of or access to the Company's Computer System;</li> </ol> <p>provided that, as conditions precedent to coverage, prior to the surrender of Property:</p> <ol style="list-style-type: none"> <li>(1) the person receiving the threat has made a reasonable effort to notify a director, officer or employee of the Company of the threat; and</li> <li>(2) the person receiving the threat has made a reasonable effort to report the threat to the Federal Bureau of</li> </ol>	<p>2D. Insuring Agreement: PRIVACY, THEFT</p>	<p>Specific provision not identified.</p>	

	Investigation or foreign equivalent thereof, and local law enforcement authorities.			
Specific provision not identified.	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) SECTION I - INSURING AGREEMENT The Insurer will indemnify the Company for Liability Mitigation Expense incurred arising out of its provision of Internet/Electronic Banking Services.</p>	2E. Insuring Agreement: CRISIS MANAGEMENT, NOTIFICATION EXPENSES	Specific provision not identified.	
Specific provision not identified.	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) SECTION I - INSURING AGREEMENT The Insurer will indemnify the Company, after the Waiting Period set forth in Item 6(b) of the Declarations, for Loss sustained by the Company as a direct result of an Interruption of its business operations at one or more locations arising out of provision of Internet/Electronic Banking Services, provided that the Company takes all reasonable measures to resume operations at the affected location as promptly as possible. For purposes of this Insuring Agreement, loss of Business Income shall be paid at the hourly rate set forth in Item 6(a) of the Declarations, up to the Aggregate Limit of Liability set forth in Item 3(b) of the Declarations.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01) SECTION I - INSURING AGREEMENT</p>	2F. Insuring Agreement: FIRST PARTY - BUSINESS INTERRUPTION, EXTRA EXPENSE	Specific provision not identified.	

	<p>The Insurer will indemnify the Company for Loss of Property surrendered by the Company as a direct result of any threat first made during the Policy Period by a person other than a director or officer of the Company to:</p> <p>(1) Damage the Company's Computer System through use of or access to an Internet website or private computer network owned, operated or controlled by the Company; or</p> <p>(2) cause an Interruption of the Company's Internet/Electronic Banking Services; or</p> <p>(3) publish, utilize or disclose any Confidential Information obtained from the Company's Computer System or from an Internet website owned, operated or controlled by the Company; or</p> <p>(4) commit Theft of money or other Property owned or controlled by the Company or for which the Company is legally responsible through use of or access to the Company's Computer System;</p> <p>provided that, as conditions precedent to coverage, prior to the surrender of Property:</p> <p>(1) the person receiving the threat has made a reasonable effort to notify a director, officer or employee of the Company of the threat; and</p> <p>(2) the person receiving the threat has made a reasonable effort to report the threat to the Federal Bureau of Investigation or foreign equivalent thereof, and local law enforcement authorities.</p>			
<p>SECTION - ADDITIONAL COVERAGES A. ESTATES, HEIRS AND LEGAL REPRESENTATIVES - This Policy</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) SECTION II - ADDITIONAL COVERAGES</p>	<p>2G. Insuring Agreement: OTHER, including Definitions</p>	<p>No applicable provisions.</p>	

<p>shall cover Loss resulting from Claims for the Wrongful Internet/Electronic Banking Acts of Insured Persons made against the estates, heirs, legal representatives or assigns of any Insured Persons who are deceased, incompetent, insolvent or bankrupt; provided, however, that such Claims would have been covered by this Policy in the absence of such death, incompetency, insolvency or bankruptcy.</p> <p><b>B. MARITAL ESTATE LIABILITY -</b>  This Policy shall cover Loss resulting from Claims for Wrongful Internet/Electronic Banking Acts made against an Insured Person's lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise); provided, however, that such Claims made against the Insured Person would have been covered by this Policy. This additional coverage includes only such Claims that seek damages recoverable from marital community property, property jointly held by an Insured Person and the spouse, or property transferred from the Insured Person to the spouse. This additional coverage shall not include any Claim arising out of or in any way involving any actual or alleged act of the spouse.</p>	<p>For purposes of the coverage afforded by this Endorsement only, Section II (Additional Coverages) of the Policy is deleted and replaced below:  <b>SECTION II - DISCOVERY</b>  This Endorsement applies to Loss discovered by the Company during the Policy Period. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of the type covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to the Loss occurred, even though the exact amount or details of the Loss may not then be known.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  <b>SECTION II - ADDITIONAL COVERAGES</b>  For purposes of the coverage afforded by this Endorsement only, Section II (Additional Coverages) of the Policy is deleted and replaced below:  <b>SECTION II - DISCOVERY</b>  This Endorsement applies to Loss discovered by the Company during the Policy Period. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of the type covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to the Loss occurred, even though the exact amount or details of the Loss may not then be known.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p>			
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	<p><b>SECTION II - ADDITIONAL COVERAGES</b>  For purposes of the coverage afforded by this Endorsement only, Section II (Additional Coverages) of the Policy is deleted and replaced below:  <b>SECTION II - DISCOVERY</b>  This Endorsement applies to Loss discovered by the Company during the Policy Period. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of the type covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to the Loss occurred, even though the exact amount or details of the Loss may not then be known.</p>			
<p><b>SECTION - COVERAGE TERRITORY</b>  This Policy provides worldwide coverage for Claims resulting from Wrongful Internet/Electronic Banking Acts occurring anywhere in the world, but only with respect to Claims made in the United States of America, its states, territories, or possessions or Canada.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)  Liability Mitigation Expense Endorsement not available in New York.  <b>SECTION X - COVERAGE TERRITORY</b>  For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section X (Coverage Territory) of the Policy shall apply.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  Business Interruption Endorsement not available in Florida, New York and Texas.  <b>SECTION X - COVERAGE TERRITORY</b>  For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section X</p>	<p>3. Coverage Territory</p>	<p><b>SECTION - GENERAL CONDITIONS - Policy Territory</b>  This policy applies to injury arising out of or resulting from Wrongful Acts anywhere in the world. Any Claim must be brought within the United States of America, its territories or possessions, Puerto Rico or Canada.</p>	<p>ACE Policy Territory Clause Amended PF-22519 (08/07)  It is agreed that Section 8 - General Conditions, Condition B, Policy Territory, is deleted in its entirety and replaced with the following:  <b>B. Policy Territory</b>  This policy applies to injury arising out of or resulting from Wrongful Acts occurring and Claims made or brought anywhere in the world. However, for a Claim brought in a jurisdiction where We may be prevented by law from paying on behalf of, or may be prevented by law or lack of expertise from defending You, We will:  1. Indemnify You for those sums that You become legally obligated to pay as covered Damages to which this policy applies; and  2. Reimburse You for covered Defense Costs in the course of Your defense of a covered Claim to which this policy</p>

	<p>(Coverage Territory) of the Policy shall apply.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01) Cyber/Network Extortion Endorsement not available in Florida, New York and Texas.</p> <p><b>SECTION X - COVERAGE TERRITORY</b></p> <p>For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section X (Coverage Territory) of the Policy shall apply.</p>			<p>applies, subject to all terms, conditions, limitations and exclusions of the policy and all endorsements thereto (whether any such endorsement precedes or follows this endorsement), including without limitation the provision in Section 3 - Investigation, Settlement And Defense, regarding a settlement recommended by Us that is acceptable to the claimant and not agreed to by the Named Insured.</p> <p>Notwithstanding the above, this insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of Claims. If judgment is rendered, settlement is made, or Defense Costs are incurred in a currency other than United States of America dollars, payment under this policy shall be made in United States dollars at the rate of exchange appearing in The Wall Street Journal on the date that final judgment is rendered, the amount of the settlement is agreed upon, or the Defense Costs are incurred, respectively, or if not published on such date, the next date of publication of The Wall Street Journal.</p>
<p><b>SECTION - EXCLUSIONS</b> - Antistacking Exclusion - Notwithstanding the provisions of any other policy of insurance issued to the Company by the Insurer, or the provisions of this Policy, with respect to any Claim or elements of a Claim which would be covered under both policies, the Limit of Liability of the Insurer for all Loss incurred from all such Claims, including Defense Costs, shall not</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) <b>SECTION V - LIMIT OF LIABILITY AND RETENTION</b> For purposes of the coverage afforded by this Endorsement only, Section V (Limit of Liability and Retention) of the Policy is deleted and replaced below: A. The Aggregate Limit of Liability for all Loss first discovered during each Policy Year shall not exceed the amount</p>	<p>4. Limits of Insurance</p>	<p><b>SECTION - LIMITATIONS ON OUR LIABILITY AND DEDUCTIBLE</b> - Limits of Liability Regardless of the number of Insureds under this policy, the number of Wrongful Acts, the number of claimants or Claims presented to Us or Suits brought, or the amount of Defense Costs incurred, the most We will pay under this policy is as follows: 1. Each Wrongful Act Limit</p>	<p>ACE Defense Costs Outside the Limits of Liability PF-22470 (11/08) It is agreed that the policy is amended as follows: - The Declarations page is amended: * By deleting the following phrase from Item 3: (including Defense Costs) * By deleting the following sentence: <b>THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED</b></p>

<p>exceed the maximum Aggregate Limit of Liability set forth in Item 3 (a) of the Declarations.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p> <p><b>SECTION - LIMIT OF LIABILITY AND RETENTION</b></p> <p>A. The maximum Aggregate Limit of Liability for all Loss, including Defense Costs, for all Claims first made during each Policy Year shall not exceed the applicable amount set forth in Item 3 (a) of the Declarations for all Claims made, regardless of the time of payment by the Insurer and regardless of whether or not the Claims were made during the Policy Period or Discovery Period. Except for the payment of Defense Costs, the Insurer shall pay or reimburse one hundred percent (100%) of covered Loss, in excess of the applicable Retention, upon final disposition of the Claim.</p> <p>B. Covered Defense Costs will be applied against the Retention. Covered Defense Costs will reduce and shall be part of and not in addition to the Limit of Liability.</p> <p>C. Claims based upon or arising out of the same Wrongful Internet/Electronic Banking Act or Interrelated Wrongful Internet/Electronic Banking Acts committed by the Company or one or more Insured Persons shall be considered a single Claim, and only one Retention and Limit of Liability shall be applicable. However, each such single Claim shall be deemed to be first made on the date the earliest of such Claims was first made, regardless of whether such date is before or during the Policy Period.</p>	<p>set forth in Item 3 (b) of the Declarations as to this Endorsement, regardless of the time of payment by the Insurer. The Limit of Liability under this Endorsement constitutes a sublimit which does not increase the Insurer's maximum liability under the Policy.</p> <p>B. Loss resulting from the same act or series of related acts shall be considered a single Loss, and only one Retention and Limit of Liability shall be applicable. However, each such single Loss shall be deemed to be first discovered on the date the earliest of such Loss was first discovered, regardless of whether such date is before or during the Policy Period.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)</p> <p><b>SECTION V - LIMIT OF LIABILITY AND RETENTION</b></p> <p>For purposes of the coverage afforded by this Endorsement only, Section V of the Policy is deleted and replaced below:</p> <p><b>SECTION V - LIMIT OF LIABILITY AND WAITING PERIOD</b></p> <p>A. The Aggregate Limit of Liability for all Loss first discovered during each Policy Year shall not exceed the amount set forth in Item 3 (b) of the Declarations as to this Endorsement, regardless of the time of payment by the Insurer. The Aggregate Limit of Liability under this Endorsement constitutes a sublimit which does not increase the Insurer's maximum liability under the Policy.</p> <p>B. Loss resulting from the same act or series of related acts shall be considered a single Loss, and only one Aggregate Limit of Liability shall be applicable. However, each such single Loss shall be deemed to be first discovered on the date the earliest of such Loss was first</p>		<p>The limit of liability specified in the Declarations as "Each Wrongful Act" is the limit of liability for all Damages and Defense Costs arising out of, or in connection with, the same or Interrelated Wrongful Acts.</p> <p>2. Policy Aggregate Limit</p> <p>Subject to provision 1 directly above, the limit of liability shown in the Declarations a "Policy Aggregate" is the most We will pay for or on behalf of all Insureds under this policy for all Damages and Defense Costs combined for all Claims made against the Insureds and reported to Us during the Policy Period or any applicable Extended Reporting Period.</p> <p>- Damages and Defense Costs Included in Limits of Liability</p> <p>All amounts paid with respect to a Wrongful Act, including amounts paid as Damages and amounts paid as Defense Costs, are subject to the applicable Limits of Liability. All Defense Costs with respect to a Claim or Suit shall be paid and deducted from the applicable Limits of Liability, and the difference between such Limits of Liability and the Defense Costs, if any, shall be the amount available to pay Damages incurred in connection with such Claim or Suit.</p> <p>- Interrelated Wrongful Acts</p> <p>All Claims for Damages and related Defense Costs which arise out of a single Wrongful Act, together with any Interrelated Wrongful Acts, will be considered to have arisen out of a single Wrongful Act and such Claims will be subject to the Each Wrongful Act Limit of Liability and Deductible as set forth in the Declarations. Such Wrongful Act, together with any Interrelated Wrongful Acts, will be deemed to have occurred on the date on which the earliest of such</p>	<p><b>DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.</b></p> <p>- SECTION 5 - LIMITATIONS ON OUR LIABILITY AND DEDUCTIBLE, Subsection A, Limits of Liability, and Subsection B, Damages and Defense Costs Included in Limits of Liability, are deleted in their entirety and replaced with the following:</p> <p>A. Limits of Liability</p> <p>Regardless of the number of Insureds under this policy, the number of Wrongful Acts, the number of claimants or Claims presented to Us or Suits brought, or the amount of Defense Costs incurred, the most We will pay under this policy is as follows:</p> <p>1. Each Wrongful Act Limit</p> <p>The limit of liability specified in the Declarations as "Each Wrongful Act" is the limit of liability for all Damages arising out of, or in connection with, the same or Interrelated Wrongful Acts.</p> <p>2. Policy Aggregate Limit</p> <p>Subject to provision 1 directly above, the limit of liability shown in the Declarations as "Policy Aggregate" is the most We will pay for or on behalf of all Insureds under this policy for all Damages combined for all Claims made against the Insureds and reported to Us during the Policy Period or any applicable Extended Reporting Period.</p> <p>B. Damages Included in Limits of Liability, Defense Costs Not Included</p> <p>All amounts paid as Damages with respect to a Wrongful Act are subject to the applicable Limits of Liability. All Defense Costs with respect to a Claim or Suit shall not be paid or deducted from the applicable Limits of Liability, provided, however, that the Our duty under this policy to provide or pay for defense of a single Claim shall cease</p>
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	<p>discovered, regardless of whether such date is before or during the Policy Period.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p><b>SECTION V - LIMIT OF LIABILITY AND RETENTION</b></p> <p>For purposes of the coverage afforded by this Endorsement only, Section V (Limit of Liability and Retention) of the Policy is deleted and replaced below:</p> <p>A. The Aggregate Limit of Liability for all Loss first discovered during each Policy Year shall not exceed the amount set forth in Item 3 (b) of the Declarations as to each Insuring Agreement, regardless of the time of payment by the Insurer. The Limit of Liability under this Endorsement constitutes a sublimit which does not increase the Insurer's maximum liability under the Policy.</p> <p>B. Loss resulting from the same act or series of related acts shall be considered a single Loss, and only one Retention and Limit of Liability shall be applicable. However, each such single Loss shall be deemed to be first discovered on the date the earliest of such Loss was first discovered, regardless of whether such date is before or during the Policy Period.</p>		<p>Wrongful Acts commences. If a Wrongful Act commences, or Interrelated Wrongful Acts commence, prior to the applicable Retroactive Date, there shall be no coverage under this policy for the Insured for any of such Wrongful Acts or Interrelated Wrongful Acts, even if some of those Wrongful Acts or Interrelated Wrongful Acts occur after the Retroactive Date and before the end of the Policy Period.</p> <p><b>SECTION - GENERAL CONDITIONS - Multiple Insureds</b></p> <p>More than one person or organization may be shown under Item I of the Declarations, or included as an Insured under other provisions of this policy. The inclusion of multiple Insureds under this policy will not affect the rights of any such persons or organizations to be protected by this policy. However, the inclusion of multiple Insureds under this policy will not increase our liability beyond the Limits of Liability set forth in <b>SECTION 5 - LIMITATIONS ON OUR LIABILITY AND DEDUCTIBLE</b>, of this policy.</p>	<p>when the "Each Wrongful Act" Limit of Liability specified in the Declarations is exhausted by Our payment of Damages for that Claim. Further, Our duty under this policy to provide or pay for any defense shall cease entirely when the "Policy Aggregate" Limit of Liability specified in the Declarations is exhausted by Our payment of Damages.</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>- Item 3 is deleted and the following is inserted:</p> <p>Item 3. Our Limits of Liability under this policy shall be as stated below (applicable to any and all Claims regardless of how many Coverage(s) are purchased), subject to all of the terms of this policy having reference thereto.</p> <p>Note: Both Defense Costs and Deductible are included within the Limits of Liability stated below.</p> <p>A. Each "Wrongful Act" Limit: \$1,000,000</p> <p>B. Policy Aggregate Limit: \$1,000,000</p> <p>- Section 5 - Limitations On Our Liability And Deductible is amended as follows:</p> <p>Subsection A, numbered paragraphs 1 and 2 are deleted and the following is inserted:</p> <p>1. Each Wrongful Act Limit</p> <p>With respect to Insuring Agreements A, B, and C, the limit of liability specified in the Declarations (as set forth in this endorsement) as "Each Wrongful Act" is the limit of liability for all Damages and Defense Costs arising out of, or in connection with, the same or Interrelated Wrongful Acts, regardless of the number</p>
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				<p>of Coverages purchased (as indicated in Item 7 of the Declarations, added by amendment in this endorsement).</p> <p>2. Policy Aggregate Limit With respect to Insuring Agreements A, B, and C, and subject to provision 1 directly above, the limit of liability shown in the Declarations (as set forth in this endorsement) as "Policy Aggregate" is the most We will pay for or on behalf of all Insureds under this policy for all Damages and Defense Costs combined for all Claims made against the Insureds and reported to Us during the Policy Period or any applicable Extended Reporting Period, regardless of the number of Coverages purchased (as indicated in Item 7 of the declarations, added by amendment in this endorsement).</p> <p>ACE Intellectual Property Violations Sub-Limit of Liability Insuring Agreements A and B PF-22461 (02/08) In consideration of an additional premium of \$0.00, it is agreed that the Multiple Insuring Agreement Election Endorsement attached to this policy is amended by adding the following at the end thereof: - Intellectual Property Violations Sub-Limit Section 5 - Limitations On Our Liability And Deductible, Subsection A, Limits of Liability, is amended by adding the following at the end thereof: 3. Intellectual Property Violations Sub-Limit of Liability For Claims covered under Insuring Agreement A, Technology and Internet Errors and Omissions Liability or Insuring Agreement B, Electronic Media Activities Liability (specified in the Multiple Insuring Agreement Election Endorsement), and alleging, based upon,</p>
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				<p>arising out, or attributable to the validity, invalidity, infringement, violation or misappropriation of any copyright, domain name, trademark, trade name, trade dress, Trade Secret, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party (hereinafter, "Infringement Wrongful Acts"), the maximum amount that We will pay for Damages and Defense Costs arising out of any and all such Infringement Wrongful Acts under both Insuring Agreement A, Technology and Internet Errors and Omissions Liability and Insuring Agreement B, Electronic Media Activities Liability occurring during the Policy Period is:  Each "Infringement Wrongful Act" Limit: \$1,000,000  Policy Aggregate Limit: \$1,000,000  The above Limits of Liability shall be sublimits of liability that are part of and not in addition to the Each Wrongful Act Limit and Policy Aggregate Limit specified in the Declarations and shall not increase such Limits of Liability.</p>
<p>Specific provision not identified.</p>		<p>5. Supplementary Payments, Reimbursement for Regulatory Actions</p>	<p>SECTION - OTHER PAYMENTS  1. With respect to such insurance as is afforded by this policy, We will pay, as part of the applicable Limits of Liability under SECTION 5 of this policy, the following:  a. all reasonable and related costs taxed against the Insured in any Suit defended by Us and all interest required to be paid on the entire amount of any judgment therein which does not exceed the applicable Limits of Liability hereunder and which accrue after judgment is entered in said Suit and before We have</p>	

			<p>paid or deposited in court such part of such judgment as does not exceed the applicable Limits of Liability hereunder;</p> <p>b. premiums on bonds to release attachments in any such Suit but We shall have no obligation to apply for or furnish or provide collateral for any such bonds;</p> <p>c. premiums on appeals bonds in any such Suit which may be required, in Our sole judgment, but We shall have no obligation to apply for or furnish or provide collateral for any such bonds; and</p> <p>d. reasonable expenses, including up to \$250 per day, \$5,000 per Claim for Your loss of earnings or wages, or the loss of earnings or wages of Your employees or officers, incurred by You or Your employees at Our request in assisting Us in the investigation or defense of any Claim or Suit.</p> <p>2. With respect to such insurance as is afforded by this policy, We will pay, in addition to the applicable Limits of Liability set forth in SECTION 5 of this policy, all costs and expenses incurred by Us other than Defense Costs or the expenses set forth in SECTION 4 - OTHER PAYMENTS, subsection 1.</p>	
<p><b>SECTION - DEFINITIONS</b></p> <p>- COMPANY means the first named entity set forth in Item 1 of the Declarations and any Subsidiary created or acquired as of the inception date set forth in Item 2 of the Declarations.</p> <p>- INSURED PERSON, either in singular or plural, means any past, present or future director, trustee, officer, employee or honorary or advisory director or trustee of the Company.</p> <p>- SUBSIDIARY means any entity in which the Company owns, directly or through one or more Subsidiaries, more</p>		<p>6. Who is an Insured, including Definitions</p>	<p>- Throughout this policy the words "YOU" and "YOUR" refer to the Named Insured indicated by Item 1 of the Declarations.</p> <p><b>SECTION - DEFINITIONS</b></p> <p>- INSURED means:</p> <p>1. Named Insured ("You") or any other person or organization first specified in Item 1A of the Declarations or endorsed to this policy; or</p> <p>2. Subsidiaries of the Named Insured, but only if they are listed on the Application for this policy, and only with respect to Wrongful Acts which occur while they</p>	

than 50% of the outstanding voting securities.

are a Subsidiary;

3. any present, past or future owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives of a limited liability company, stockholder, trustee or employee, including part-time, seasonal and temporary employees, of the Named Insured, but only with respect to the commission of a Wrongful Act committed while providing Computer & Technology Products and Services on behalf of the Named Insured.
4. any estate, heirs, executors, administrators or legal representatives of an Insured in the event of such Insured's death, incapacity, insolvency, or bankruptcy, but only for the Wrongful Acts of such Insured and only to the extent that such Insured would otherwise be provided coverage under the policy.
5. any independent contractor of the Named Insured who is a natural persons and who is engaged by or on behalf of the Named Insured or a Subsidiary pursuant to a written contract, but only with respect to the commission of a Wrongful Act within the scope of such person's duties performed on behalf of the Named Insured and only to the extent that such person is acting under the direction and control of the Named Insured or a Subsidiary.

- SUBSIDIARY means any entity that is not formed as a partnership or joint venture of which the Named Insured owns or has the right to vote more than 50% of the outstanding voting securities representing the present right to vote for election of directors, or the managers or members of the board of managers or equivalent executives of a limited liability company, on or before the inception date of the policy, either directly or indirectly, in any combination,

			by one or more other Subsidiaries.	
<p><b>SECTION - LIMIT OF LIABILITY AND RETENTION</b></p> <p>- Covered Defense Costs will be applied against the Retention. Covered Defense Costs will reduce and shall be part of and not in addition to the Limit of Liability.</p> <p>- Claims based upon or arising out of the same Wrongful Internet/Electronic Banking Act or Interrelated Wrongful Internet/Electronic Banking Acts committed by the Company or one or more Insured Persons shall be considered a single Claim, and only one Retention and Limit of Liability shall be applicable. However, each such single Claim shall be deemed to be first made on the date the earliest of such Claims was first made, regardless of whether such date is before or during the Policy Period.</p> <p>- One Retention amount shall apply to the covered portion of each and every Claim.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)</p> <p><b>SECTION V - LIMIT OF LIABILITY AND RETENTION</b></p> <p>For purposes of the coverage afforded by this Endorsement only, Section V (Limit of Liability and Retention) of the Policy is deleted and replaced below:</p> <p>- Loss resulting from the same act or series of related acts shall be considered a single Loss, and only one Retention and Limit of Liability shall be applicable. However, each such single Loss shall be deemed to be first discovered on the date the earliest of such Loss was first discovered, regardless of whether such date is before or during the Policy Period.</p> <p>- The Insurer shall only be liable under this Endorsement for the amount by which any single Loss exceeds the Retention amount for the Insuring Agreement applicable to such Loss. One Retention amount shall apply to the covered portion of each and every single Loss.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)</p> <p><b>SECTION V - LIMIT OF LIABILITY AND RETENTION</b></p> <p>For purposes of the coverage afforded by this Endorsement only, Section V of the Policy is deleted and replaced below:</p> <p><b>SECTION V - LIMIT OF LIABILITY AND WAITING PERIOD</b></p> <p>C. The Insurer shall not be liable under this Endorsement for any Loss until the period of Interruption exceeds the Waiting Period set forth in Item 6 (b) of the Declarations. The Insurer shall not be liable for Loss incurred during the</p>	<p>7. Retained Limit, including Definitions</p>	<p><b>SECTION - LIMITATIONS ON OUR LIABILITY AND DEDUCTIBLE</b></p> <p>- Deductible</p> <p>The Limit of Liability stated in the Declarations as applying to "Each Wrongful Act" is in excess of the "Each Wrongful Act Deductible" amount, if any, stated in Item 6 of the Declarations. You shall pay all Damages and Defense Costs, up to the amount of the Deductible, with respect to Claims arising out of each Wrongful Act or Interrelated Wrongful Acts. The Deductible amount shall first be applied to the payment of Defense Costs. If We so request, You shall make direct payment within the Deductible amount to appropriate other parties. We will only be liable for and will only pay Damages and Defense Costs with respect to each Wrongful Act which exceeds the Deductible.</p> <p>- Interrelated Wrongful Acts</p> <p>All Claims for Damages and related Defense Costs which arise out of a single Wrongful Act, together with any Interrelated Wrongful Acts, will be considered to have arisen out of a single Wrongful Act and such Claims will be subject to the Each Wrongful Act Limit of Liability and Deductible as set forth in the Declarations. Such Wrongful Act, together with any Interrelated Wrongful Acts, will be deemed to have occurred on the date on which the earliest of such Wrongful Acts commences. If a Wrongful Act commences, or Interrelated Wrongful Acts commence, prior to the applicable Retroactive Date, there shall be no coverage under this policy for the Insured for any of such Wrongful Acts or Interrelated Wrongful Acts, even if some of those Wrongful</p>	

	<p>Waiting Period.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p><b>SECTION V - LIMIT OF LIABILITY AND RETENTION</b></p> <p>For purposes of the coverage afforded by this Endorsement only, Section V (Limit of Liability and Retention) of the Policy is deleted and replaced below:</p> <ul style="list-style-type: none"> <li>- Loss resulting from the same act or series of related acts shall be considered a single Loss, and only one Retention and Limit of Liability shall be applicable. However, each such single Loss shall be deemed to be first discovered on the date the earliest of such Loss was first discovered, regardless of whether such date is before or during the Policy Period.</li> <li>- The Insurer shall only be liable under this Endorsement for the amount by which any single Loss exceeds the Retention amount for the Insuring Agreement applicable to such Loss. One Retention amount shall apply to the covered portion of each and every single Loss.</li> </ul>		<p>Acts or Interrelated Wrongful Acts occur after the Retroactive Date and before the end of the Policy Period.</p> <p><b>SECTION - DEFINITIONS</b></p> <p>- DEDUCTIBLE means the "Each 'Wrongful Act' Deductible" amount, if any, specified in Item 6 of the Declarations.</p>	
<p><b>SECTION - ADDITIONAL COVERAGES</b></p> <p><b>- DISCOVERY PERIOD</b></p> <p>(1) If any of the following occur, the Company shall have the right to purchase the extended reporting period (herein called the Discovery Period) for the period set forth in Item 8 of the Declarations:</p> <p>(a) the Company or the Insurer cancels this Policy;</p> <p>(b) the Company or the Insurer</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)</p> <p><b>SECTION II - ADDITIONAL COVERAGES</b></p> <p>For purposes of the coverage afforded by this Endorsement only, Section II (Additional Coverages) of the Policy is deleted and replaced below:</p> <p><b>SECTION II - DISCOVERY</b></p> <p>This Endorsement applies to Loss discovered by the Company during the Policy Period. Discovery occurs when</p>	<p>8. Extended Reporting, Discovery Period</p>	<p><b>SECTION - EXTENDED REPORTING PERIODS</b></p> <p>Extended Reporting Periods provide additional time in which to report Claims that arise from Wrongful Acts which occur subsequent to the Retroactive Date as shown in Item 2B of the Declarations, but prior to the effective date of cancellation or nonrenewal of the policy. They do not extend the Policy Period or change the scope of coverage provided by the policy. Once in effect, Extended</p>	

<p>nonrenews this Policy; or  (c) the Policy terminates as a result of a merger, acquisition or consolidation pursuant to Section IX (General Conditions) (A) (Cancellation, Nonrenewal or Termination) (3) (3) (Termination) (b).  (2) The Discovery Period is not an extension of coverage, but rather an extended reporting period for Claims first made during the Discovery Period resulting from Wrongful Internet/Electronic Banking Acts that occurred prior to the effective date of cancellation, nonrenewal or termination and otherwise covered by this Policy. Notice of facts and circumstances which may give rise to a Claim, pursuant to Section VII (Notice of Claims and Potential Claims) (B), must be given during the Policy Period. Such notice, if provided during the Discovery Period, will not trigger coverage under this Policy.  (3) If the Company elects to purchase the Discovery Period, the premium will be calculated by multiplying the annual liability premium for the Policy Period set forth in Item 5(a) of the Declarations by the percentage set forth in Item 8 of the Declarations. The Company's right to purchase the Discovery Period shall lapse unless the Insurer receives written notice of the Company's election and full payment of the additional premium due within sixty (60) days of the effective date of cancellation, nonrenewal or termination. The entire premium for the Discovery Period shall be deemed earned at its commencement.  (4) The Limit of Liability with respect to Claims made during the Discovery Period shall be part of and not in addition to the Limit of Liability for all Claims made during the immediately preceding</p>	<p>the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of the type covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to the Loss occurred, even though the exact amount or details of the Loss may not then be known.  ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  SECTION II - ADDITIONAL COVERAGES  For purposes of the coverage afforded by this Endorsement only, Section II (Additional Coverages) of the Policy is deleted and replaced below:  SECTION II - DISCOVERY  This Endorsement applies to Loss discovered by the Company during the Policy Period. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of the type covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to the Loss occurred, even though the exact amount or details of the Loss may not then be known.  ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)  SECTION II - ADDITIONAL COVERAGES  For purposes of the coverage afforded by this Endorsement only, Section II (Additional Coverages) of the Policy is deleted and replaced below:  SECTION II - DISCOVERY  This Endorsement applies to Loss</p>		<p>Reporting Periods may not be canceled. The Extended Reporting Periods shall be part of and not in addition to the Limits of Liability for the immediately preceding Policy Period. The Extended Reporting Periods shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the Insurer for the Policy Period and the Extended Reporting Periods, combined.  A. Basic Extended Reporting Period  If this policy is terminated by nonrenewal or cancellation (other than for failure to pay a premium when due), a Basic Extended Reporting Period is automatically provided without additional charge. This automatic extension will cover Claims first made against the Insured and reported to Us during the 60 day period immediately following the effective date of nonrenewal or cancellation, arising from Wrongful Acts that took place on or after the Retroactive Date and prior to the effective date of such nonrenewal or cancellation.  The Basic Extended Reporting Period does not apply to Claims that are covered under any other insurance the Insured purchases to apply subsequent to the effective date of nonrenewal or cancellation or to Claims that would be covered but for the exhaustion of any subsequently purchased insurance applicable to such Claims.  B. Supplemental Extended Reporting Period  If this policy is terminated by nonrenewal or cancellation (other than for failure to pay a premium when due), You have the right to purchase a Supplemental Extended Reporting Period. The options for a Supplemental Extended Reporting Period and their respective premiums are specified in this</p>	
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<p>Policy Year.</p>	<p>discovered by the Company during the Policy Period. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of the type covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to the Loss occurred, even though the exact amount or details of the Loss may not then be known.</p>	<p>subsection B. below. This supplemental period starts when the Basic Extended Reporting Period ends, and covers Claims first made against the Insured and reported to Us during the Supplemental Reporting Period arising from Wrongful Acts that took place on or after the Retroactive Date and prior to the effective date of such nonrenewal or cancellation. We will provide You with Supplemental Extended Reporting Period coverage and issue You a Supplemental Extended Reporting Period Endorsement:</p> <ul style="list-style-type: none"><li>(i) if You nonrenew or cancel this policy and You write to Us within 60 days of the effective date of nonrenewal or cancellation telling Us that You want to purchase Supplemental Extended Reporting Period coverage; or</li><li>(ii) if We nonrenew or cancel this policy and You write to Us within 60 days of the effective date of nonrenewal or cancellation telling Us that You want to purchase Supplemental Extended Reporting Period coverage.</li></ul> <p>You must pay the required premium for the Supplemental Extended Reporting Period coverage to Us promptly when due.</p> <p>You may purchase one of the following Supplemental Extended Reporting Periods:</p> <ul style="list-style-type: none"><li>1. For 100% of the premium charged for this policy, a 1 year Supplemental Extended Reporting Period;</li><li>2. For 220% of the premium charged for this policy, a 3 year Supplemental Extended Reporting Period;</li><li>3. For 250% of the premium charged for this policy, a 5 year Supplemental Extended Reporting Period;</li></ul> <p>SECTION - DEFINITIONS - EXTENDED REPORTING PERIOD refers to either Basic Extended Reporting Period and/or Supplemental Extended</p>	
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			Reporting Period referred to in SECTION 7 - EXTENDED REPORTING PERIODS.	
<p>SECTION - DEFENSE COSTS</p> <p>A. NO DUTY TO DEFEND</p> <p>(1) It shall be the duty of the Company and Insured Persons and not the duty of the Insurer to defend Claims, provided that the Company and Insured Persons shall only retain counsel that is mutually agreed upon with the Insurer.</p> <p>(2) The Company and Insured Persons shall not admit liability for, or settle any Claim, or incur any Defense Costs for any Claim, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall be entitled to full information and all particulars it may request in order to reach a decision as to such consent.</p> <p>(3) The Insurer shall have the right, but not the duty, to associate effectively with the Company and Insured Persons in the settlement and defense of any Claim that appears reasonably likely to involve the Insurer. Such association shall include, but not be limited to, participation in the formation of litigation strategy, review of pleadings and other pertinent papers prior to filing, and participation in settlement negotiations.</p> <p>B. ADVANCEMENT OF DEFENSE COSTS - Subject to Section IX (General Conditions) (B) (Allocation), the Insurer, if requested by the Company or Insured Persons, shall pay covered Defense Costs on a current basis, except when payment of Defense Costs is prohibited by law or regulation. Any Defense Costs paid in this manner by the Insurer shall be repaid to the Insurer by the Company or such Insured Persons in the event it is established that the Insurer has no liability under this Policy for such</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)</p> <p>SECTION VI - DEFENSE COSTS</p> <p>For purposes of the coverage afforded by this Endorsement only, Section VI (Defense Costs) of the Policy is deleted.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)</p> <p>SECTION VI - DEFENSE COSTS</p> <p>For purposes of the coverage afforded by this Endorsement only, Section VI (Defense Costs) of the Policy is deleted.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p>SECTION VI - DEFENSE COSTS</p> <p>For purposes of the coverage afforded by this Endorsement only, Section VI (Defense Costs) of the Policy is deleted.</p>	<p>9. Defense, Settlement, Investigation</p>	<p>SECTION - INVESTIGATION, SETTLEMENT AND DEFENSE</p> <p>We have the right and duty to defend, as part of the applicable Limits of Liability hereunder, any Suit brought against an Insured because of a Wrongful Act to which this policy applies and which seeks Damages which are payable under the terms of this policy, even if any of the allegations of the Suit are groundless, false, or fraudulent. We will choose the lawyer to defend any such Suit. If an arbitration proceeding is brought with respect to a Suit, We will exercise all of the Insured's rights in the choice of arbitrators and the conduct of the proceedings. We will investigate any Claim as We feel appropriate. We will not settle any Claim without the Named Insured's consent. If We recommend a settlement to the Named Insured which is acceptable to the claimant and the Named Insured does not agree, Our Limit of Liability shall not exceed the total of the amount for which the Claim could have been settled plus the amount of Defense Costs up to the time We made the recommendation.</p> <p>Our duty to defend any Claim or to pay Damage and Defense Costs relating thereto, ends after We have paid Our applicable Limit of Liability as set forth in SECTION 5 of this policy. If the applicable Limit of Liability is exhausted prior to the final resolution of any pending Suit against the Insured, We shall have the right to withdraw from any further defense thereof by tendering control of the defense of said Suit to the Named Insured.</p>	<p>ACE Defense Costs Outside the Limits of Liability PF-22470 (11/08)</p> <p>SECTION 3 - INVESTIGATION, SETTLEMENT AND DEFENSE is amended by deleting the following sentence from the first paragraph:</p> <p>If We recommend a settlement to the Named Insured which is acceptable to the claimant and the Named Insured does not agree. Our Limit of Liability shall not exceed the total of the amount for which the Claim could have been settled plus the amount of Defense Costs up to the time We made the recommendation. and replacing it with the following:</p> <p>If We recommend a settlement to the Named Insured which is acceptable to the claimant and the Named Insured does not agree, then Our duty to defend ends, and Our liability shall not exceed the total of the amount for which the Claim could have been settled, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of Damages, plus the amount of Defense Costs up to the time We made the recommendation.</p>

Defense Costs. As a condition precedent to coverage under the Policy, the Company and the Insured Persons shall provide the Insurer with such information, assistance and cooperation as the Insurer may reasonably request.

**SECTION - GENERAL CONDITIONS**  
**- ALLOCATION**

(1) If in any Claim, the Company or Insured Persons incur Loss jointly with others or incur Loss in an amount consisting of both covered and uncovered Loss because the Claim includes both covered and uncovered matters, all amounts shall be allocated between covered Loss and uncovered Loss based upon the relative legal exposures of the parties to covered and uncovered matters. The Insurer, the Company and Insured Persons agree to use their best efforts to reach a proper allocation of such amounts. If the Company, Insured Persons and the Insurer cannot agree on an allocation:

- (a) no presumption as to allocation shall exist in any arbitration, suit or other proceeding;
- (b) the Insurer shall advance on a current basis Defense Costs which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined; and
- (c) the Insurer, if requested by the Company or Insured Persons, shall submit the allocation dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel. The arbitration panel shall consist of one arbitrator selected by the Company and Insured Persons, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators. In any such arbitration, each party will bear its own

<p>legal fees and expenses.  (2) Any negotiated, arbitrated or judicially determined allocation of Defense Costs will be applied retroactively to all Defense Costs, notwithstanding any prior advancement to the contrary. Any allocation or advancement of Defense Costs shall not apply to or create any presumption with respect to the allocation of other Loss arising from such Claim or any other Claim.</p>				
<p>Specific provision not identified.</p>		<p>Conditions:  Arbitration</p>	<p>Specific provision not identified.</p>	
<p>SECTION - GENERAL CONDITIONS  - ASSIGNMENT AND ACCEPTANCE  - By acceptance of this Policy, the Company, Insured Persons and the Insurer agree that this Policy and any written Endorsements attached thereto constitute the entire agreement between the parties. Assignment of interest under this Policy shall not bind the Insurer until its consent is endorsed hereon.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)  SECTION IX - GENERAL CONDITIONS  For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below:  D. SUBROGATION AND ASSIGNMENT - In the event of any payment under this Endorsement:  (1) the Company shall deliver, if so requested by the Insurer, an assignment of such of the Company's rights, title, interest and causes of action as it has against any person or entity to the extent of the Loss payment; and  (2) the Insurer shall be subrogated to the extent of such payment to all of the Company's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable</p>	<p>Conditions:  Assignment</p>	<p>SECTION - GENERAL CONDITIONS  - Transfer Of Interest  You must first obtain Our written consent to transfer or assign Your rights under this policy. If You die the policy will continue for the remaining part of the Policy Period; first for the benefit of Your legal representative while acting within his or her duties as such, and second for the benefit of anyone having proper temporary custody of Your property until a legal representative is appointed.</p>	

the Insurer effectively to bring suit in the name of the Company. Recoveries from any other person for Loss paid under this Endorsement, whether effected by the Insurer or the Company, shall be applied net of the expense of such recovery: first, to the satisfaction of the Company's Loss which would have otherwise been paid but for the fact that it is in excess of the Aggregate Limit of Liability; secondly, to the Insurer as reimbursement of amounts paid to the Company under this Endorsement; and thirdly, to the Company in satisfaction of its Retention amount.

ABA Insurance Internet/Electronic  
Banking Liability Insurance Business  
Interruption Endorsement (04/01)

**SECTION IX - GENERAL  
CONDITIONS**

For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below:

**D. SUBROGATION AND**

**ASSIGNMENT** - In the event of any payment under this Endorsement:

- (1) the Company shall deliver, if so requested by the Insurer, an assignment of such of the Company's rights, title, interest and causes of action as it has against any person or entity to the extent of the Loss payment; and
- (2) the Insurer shall be subrogated to the extent of such payment to all of the Company's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may be necessary to secure such rights,

including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Company. Recoveries from any other person for Loss paid under this Endorsement, whether effected by the Insurer or the Company, shall be applied net of the expense of such recovery: first, to the satisfaction of the Company's Loss which would have otherwise been paid but for the fact that it is in excess of the Aggregate Limit of Liability; and secondly, to the Insurer as reimbursement of amounts paid to the Company under this Endorsement.

ABA Insurance Internet/Electronic  
Banking Liability Insurance  
Cyber/Network Extortion Endorsement  
(04/01)

**SECTION IX - GENERAL  
CONDITIONS**

For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below:

**D. SUBROGATION AND  
ASSIGNMENT**

- In the event of any payment under this Endorsement:

- (1) the Company shall deliver, if so requested by the Insurer, an assignment of such of the Company's rights, title, interest and causes of action as it has against any person or entity to the extent of the Loss payment; and
- (2) the Insurer shall be subrogated to the extent of such payment to all of the Company's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may

	<p>be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Company. Recoveries from any other person for Loss paid under this Endorsement, whether effected by the Insurer or the Company, shall be applied net of the expense of such recovery: first, to the satisfaction of the Company's Loss which would have otherwise been paid but for the fact that it is in excess of the Aggregate Limit of Liability; secondly, to the Insurer as reimbursement of amounts paid to the Company under this Endorsement; and thirdly, to the Company in satisfaction of its Retention amount.</p>			
<p>SECTION - GENERAL CONDITIONS - AUTHORIZATION - By acceptance of this Policy, the Company agrees to act on behalf of itself and all Insured Persons for all purposes under this Policy including, but not limited to, giving and receiving of all notices and correspondence, cancellation, nonrenewal or termination of this Policy, payment of premiums, and receipt of any return premiums that may be due under this Policy; and the Insured Persons agree that such entity shall act on their behalf.</p>		<p>Conditions: Authorization</p>	<p>SECTION - GENERAL CONDITIONS - Multiple Insureds By accepting this policy, the Insureds agree that the first Named Insured as indicated in Item 1 of the Declarations, is authorized to act on behalf of all Insureds with respect to:</p> <ol style="list-style-type: none"> <li>1. giving and receiving notices of cancellation or</li> <li>2. accepting any endorsement issued to be a part of this policy;</li> <li>3. paying premiums and Deductibles;</li> <li>4. receiving any return premium which may become due;</li> <li>5. giving notices to Insureds that they have been added to or deleted from this policy;</li> <li>6. requesting Extended Reporting Period endorsements; and</li> <li>7. keeping Us informed of any changes in the organization of the Named Insured.</li> </ol>	
<p>Specific provision not identified.</p>		<p>Conditions: Bankruptcy and Insolvency</p>	<p>SECTION - GENERAL CONDITIONS - Bankruptcy Bankruptcy or insolvency of any Insured</p>	

			or any Insured's estate will not relieve Us of Our obligations under this policy.	
<p>SECTION - GENERAL CONDITIONS - CANCELLATION, NONRENEWAL OR TERMINATION (1) CANCELLATION (a) This Policy may be cancelled by the Company at any time by providing written notice or by the surrender of this Policy to the Insurer. If this Policy is cancelled by the Company, the Insurer shall only return ninety (90%) percent of the unearned premium. For three-year pre-paid Policies, the Insurer shall only return ninety (90%) percent of the unearned premium until the first anniversary. After the first anniversary, unearned premium will be returned on a pro-rata basis. (b) This Policy may also be cancelled by the Insurer by mailing to the Company by certified mail at the address set forth in Item 1 of the Declarations, written notice stating the reason or reasons for the cancellation and when, not less than sixty (60) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice, and this Policy shall terminate at the date and hour specified in such notice. (c) This Policy may only be cancelled by the Insurer for one or more of the following reasons: (i) failure to pay premium when due; or (ii) fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a Claim thereunder; or (iii) substantial breaches of contractual duties, conditions or warranties; or (iv) substantial change in the risk assumed, except to the extent that the Insurer should reasonably have foreseen the change or contemplated the risk in</p>		<p>Conditions: Cancellation, Non-Renewal</p>	<p>SECTION - GENERAL CONDITIONS - Nonrenewal If We decide not to renew this policy, 30 days advance written notice shall be mailed or delivered to You at the address shown in the policy. This provision shall not apply in the event of nonpayment of premium, or if You have requested or agreed to non-renewal, or have accepted replacement coverage. If notice is mailed, proof of mailing will be sufficient proof of notice. - Cancellation You may cancel this policy at any time. You can return the policy to Us or any of Our authorized agents, or You can mail a written notice to Us telling when You want the cancellation to be effective. We must receive the policy or written notice before the cancellation date. Delivery of a written notice is the same as mailing. If You cancel the policy, We are entitled to an earned premium computed according to Our rules and rating plans which apply at the time of cancellation. We can cancel this policy by delivering or mailing a written notice to You. We will give You this notice at least 30 days before the effective date of cancellation, provided, if You fail to pay premium when due or to reimburse Us for payment of any portion of a Deductible payable by You, We may cancel this policy at any time by sending to the Named Insured on the Declarations, written notice at least 10 days prior to the date cancellation is to be effective. The date and hour of cancellation will be shown in the notice. In case of cancellation by Us, We will refund any unearned premium on a pro-rata basis, subject to a "Minimum Earned Premium".</p>	

<p>writing the contract; or  (v) any other reason permitted under law pursuant to which this Policy should be constructed.  (d) If this Policy is cancelled by the Insurer, the Insurer shall return 100% of the unearned premium. The return of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.  (2) NONRENEWAL - If the Insurer elects not to renew this Policy, the Insurer shall provide the Company with no less than sixty (60) days advance notice thereof. If applicable law requires a longer provision, this notice period will be deemed to be amended so as to be equal to the minimum period of limitation required by law.  (3) TERMINATION - This Policy shall be deemed terminated upon the happening of either of the following events:  (a) the appointment of a receiver, conservator, trustee, liquidator, rehabilitator, or any similar official for or with respect to the Company; or  (b) the acquisition of the Company by another entity or the merger or consolidation of the Company into another entity such that the Company is not the surviving entity or the acquisition of substantially all of the assets of the Company by another entity.  In either such event, the Insurer shall return the unearned premium calculated on a pro-rata basis. Payment of any unearned premium shall not be a condition precedent to the effectiveness of termination but such payment shall be returned as soon as practicable.</p>			<p>We will make the premium adjustment with You at the time that cancellation is effective, or as soon as possible after that time. This premium adjustment is, however, not a condition of cancellation. Notice of cancellation will only be sent to the Named Insured shown on the policy Declaration and will serve as notice to all Insureds.</p>	
SECTION - MERGERS,	ABA Insurance Liability Mitigation	Conditions:	SECTION - GENERAL CONDITIONS	

<p>ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES  - CHANGES IN BUSINESS ACTIVITIES - If during the Policy Period, the Company offers Internet/Electronic Banking Services either directly or through a Subsidiary or through agreement with another person or entity, other than the services specified on the Application, the Insurer reserves the right to assess additional premium or decline to provide coverage for the changed business activity. No coverage for such changed business activity shall be afforded under this Policy for any Loss resulting from any Claim first made more than ninety (90) days after initiation of such activity unless:  (1) the Company provides written notice, including any requested information, to the Insurer as soon as practicable;  (2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and  (3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</p> <p>SECTION - GENERAL CONDITIONS  - CHANGES - Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the terms of this Policy, nor shall the terms, conditions and limitations of this Policy be waived or changed, except by written Endorsement issued to form a part of this Policy.</p>	<p>Expense Endorsement (09/06)  SECTION VIII - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES  For purposes of the coverage afforded by this Endorsement, Section VIII (Mergers, Acquisitions and Changes in Business Activities) of the Policy is deleted and replaced below:  D. CHANGES IN BUSINESS ACTIVITIES - If during the Policy Period, the Company offers Internet/Electronic Banking Services either directly or through a Subsidiary or through agreement with another person or entity, other than the services specified on the Application, the Insurer reserves the right to amend this Endorsement, assess additional premium or decline to provide coverage for the changed business activity. No coverage for such changed business activity shall be afforded under this Policy for any Loss incurred more than ninety (90) days after initiation of such activity unless:  (1) the Company provides written notice, including any requested information, to the Insurer as soon as practicable;  (2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and  (3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  SECTION VIII - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES  For purposes of the coverage afforded by this Endorsement, Section VIII (Mergers, Acquisitions and Changes in Business</p>	<p>Changes</p>	<p>- Changes  No provision of this policy can be waived, changed, or modified except by written endorsement issued by Us to form a part of this policy. Notice to any of Our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. Such notice will not prevent Us from asserting Our rights under the provisions of this policy.</p>	
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Activities) of the Policy is deleted and replaced below:  
D. CHANGES IN BUSINESS ACTIVITIES - If during the Policy Period, the Company offers Internet/Electronic Banking Services either directly or through a Subsidiary or through agreement with another person or entity, other than the services specified on the Application, the Insurer reserves the right to amend this Endorsement, assess additional premium or decline to provide coverage for the changed business activity. No coverage for such changed business activity shall be afforded under this Policy for any Loss incurred more than ninety (90) days after initiation of such activity unless:  
(1) the Company provides written notice, including any requested information, to the Insurer as soon as practicable;  
(2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and  
(3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.

ABA Insurance Internet/Electronic Banking Liability Insurance  
Cyber/Network Extortion Endorsement (04/01)  
SECTION VIII - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES  
For purposes of the coverage afforded by this Endorsement, Section VIII (Mergers, Acquisitions and Changes in Business Activities) of the Policy is deleted and replaced below:  
D. CHANGES IN BUSINESS ACTIVITIES - If during the Policy Period, the Company offers Internet/Electronic Banking Services

	<p>either directly or through a Subsidiary or through agreement with another person or entity, other than the services specified on the Application, the Insurer reserves the right to amend this Endorsement, assess additional premium or decline to provide coverage for the changed business activity. No coverage for such changed business activity shall be afforded under this Policy for any Loss incurred more than ninety (90) days after initiation of such activity unless:</p> <p>(1) the Company provides written notice, including any requested information, to the Insurer as soon as practicable;</p> <p>(2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and</p> <p>(3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</p>			
<p>Specific provision not identified.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)  <b>SECTION VIII - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES</b>  For purposes of the coverage afforded by this Endorsement, Section VIII of the Policy is deleted and replaced below:  <b>D. CHANGES IN BUSINESS ACTIVITIES</b> - If during the Policy Period, the Company offers Internet/Electronic Banking Services either directly or through a Subsidiary or through agreement with another person or entity, other than the services specified on the Application, the Insurer reserves the right to amend this Endorsement, assess additional premium or decline to provide coverage for the changed business activity. No coverage for such</p>	<p>Conditions:  Currency</p>	<p>Specific provision not identified.</p>	

	<p>changed business activity shall be afforded under this Policy for any Loss incurred more than ninety (90) days after initiation of such activity unless:</p> <ol style="list-style-type: none"> <li>(1) the Company provides written notice, including any requested information, to the Insurer as soon as practicable;</li> <li>(2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and</li> <li>(3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</li> </ol>			
<p>SECTION - GENERAL CONDITIONS - REPRESENTATIONS AND SEVERABILITY - It is agreed and represented that the particulars and statements contained in the Application are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy. By acceptance of this Policy, the Company and Insured Persons agree:</p> <ol style="list-style-type: none"> <li>(1) that this Policy shall be deemed to be a single unitary contract and not a severable contract of insurance or a series of individual contracts of insurance with each of the Insured Persons and the Company;</li> <li>(2) that the statements in the Application are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Insurer under this Policy, and that this Policy is issued in reliance upon the truth of such representations; and</li> <li>(3) that in the event the Application contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or</li> </ol>		<p>Conditions: Disclosures and Representations</p>	<p>SECTION - GENERAL CONDITIONS - Representations By accepting this policy, the Insureds agree:</p> <ol style="list-style-type: none"> <li>1. The statements and information contained in the Application are true and complete.</li> <li>2. We have issued this policy in reliance upon such representations.</li> <li>3. This policy is null and void in its entirety, if any material fact or circumstance in the Application or related to this insurance is intentionally misrepresented or concealed, whether before or after a Claim is made against any Insured.</li> </ol>	<p>ACE Reliance upon Other Carrier's Application PF-21997 (05/07) It is agreed that Section 8 - General Conditions, Subsection I, Representations, is amended by adding the following: The Insurer has relied upon the statements, representations, warranties (if any) and information contained in the application referenced below (including any materials submitted therewith and attachments submitted thereto, and, if such application is a renewal application, all previous policy applications for which this Policy is a renewal or succeeds in time, and any materials submitted therewith and attachments submitted thereto) as being accurate and complete. It is agreed that the Named Insured and the Insureds represent to the Insurer that the statements, representations, warranties (if any) and information contained in such applications and any such submitted materials and attachments were accurate on the date such statements, representations, warranties (if any) and information were so given. The Named Insured and the Insureds hereby</p>

<p>the hazard assumed by the Insurer under this Policy, this Policy shall be void ab initio in its entirety and of no effect whatsoever. For purposes of determining whether this Policy shall be void ab initio in its entirety, material facts or circumstances known to or material misrepresentations or omissions by one or more of the persons signing the Application shall be imputed to the Company and Insured Persons. Any misstatement or omission in the Application with respect to a specific Wrongful Internet/Electronic Banking Act by an Insured Person or that Insured Person's knowledge of any fact, circumstance or situation which could result in a future Claim shall not be imputed to any other Insured Person or the Company for purposes of determining the validity of this Policy as to such other Insured Person or the Company, except when the Insured Person making such misstatement or omission or having such knowledge has signed the Application.</p>				<p>reaffirm each and every statement, representation and warranty (if any) made in such applications, materials and attachments to the insurance carrier listed below as accurate as of (EFFECTIVE DATE) as if they were made to the Insurer on such date. All such statements, representations, warranties (if any) and information shall be deemed to be material to the acceptance of the risk or hazard assumed by the Insurer, are the basis of this Policy and are incorporated into and constitute a part of this Policy.  <b>TYPE OF APPLICATION:</b>  <b>INSURANCE CARRIER:</b>  <b>DATE SIGNED:</b></p>
<p><b>SECTION - NOTICE OF CLAIMS AND POTENTIAL CLAIMS</b>  A. The Company or Insured Persons, as a condition precedent to their rights under this Policy, shall give the Insurer notice in writing, as soon as practicable, of any Claim first made during the Policy Period or Discovery Period, but in no event later than sixty (60) days after such Claim is made.  B. If prior to the effective date of the cancellation, nonrenewal, or termination of this Policy, the Company or Insured Persons first become aware of circumstances which may subsequently give rise to a Claim, and give written notice to the Insurer of the circumstances and reasons for anticipating a Claim, then</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)  <b>SECTION VII - NOTICE OF CLAIMS AND POTENTIAL CLAIMS</b>  For purposes of the coverage afforded by this Endorsement only, Section VII (Notice of Claims and Potential Claims) of the Policy is deleted and replaced below:  <b>SECTION VII - NOTICE OF LOSS AND PROOF OF LOSS</b>  A. The Company, as a condition precedent to its rights under this Endorsement, shall give the Insurer notice in writing, as soon as practicable, of any Loss discovered during the Policy Period, but in no event later than sixty (60) days after such Loss is first</p>	<p>Conditions: Duties in Event of Loss, Notice; Assistance and Cooperation</p>	<p><b>SECTION - GENERAL CONDITIONS - Insureds' Duties'</b>  If there is a Claim, the Insured must:  1. Notify Us in writing as soon as possible during the Policy Period, or any applicable Extended Reporting Period.  2. Specify the names and addresses of the claimant(s) and/or any potential claimant(s), and witnesses.  3. Provide Us with the information on the time, place and nature of the event that led to the Claim.  4. Immediately forward to Us all documents which the Insured receives in connection with the Claim  5. Fully cooperate with Us or Our designee in the investigation, settlement, conduct of Suits or other proceedings and</p>	

<p>any covered Claim subsequently made based upon such circumstances shall be deemed for the purposes of this Policy to have been first made during the Policy Year in which notice is given to the Insurer; provided, however, as a condition precedent for any coverage hereunder, such notice must be specific and contain full particulars as to the names, dates, and persons involved in the underlying facts potentially giving rise to the Claim, as well as the identity of the potential plaintiffs and the causes of action to be asserted.</p> <p>C. In addition to furnishing the notice as provided in (A) and (B) above, the Company or Insured Persons shall promptly furnish the Insurer with all information reasonably requested by the Insurer including, but not limited to, copies of reports, investigations, pleadings and other papers in connection therewith.</p>	<p>discovered. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of a type covered by this Endorsement has been or will be incurred, even though the exact amount or details of Loss may not then be known.</p> <p>B. Within six (6) months after discovery of any Loss, the Company shall furnish to the Insurer Proof of Loss, duly sworn to, with full particulars.</p> <p>C. In addition to furnishing the notice as provided in (A) above, the Company shall cooperate fully with the Insurer in all matters pertaining to the Loss and shall promptly furnish the Insurer with all information reasonably requested by the Insurer including, but not limited to, copies of reports, investigations, pleadings and other papers in connection therewith.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) SECTION VII - NOTICE OF CLAIMS AND POTENTIAL CLAIMS For purposes of the coverage afforded by this Endorsement only, Section VII (Notice of Claims and Potential Claims) of the Policy is deleted and replaced below: SECTION VII - NOTICE OF LOSS AND PROOF OF LOSS A. The Company, as a condition precedent to its rights under this Endorsement, shall give the Insurer notice in writing, as soon as practicable, of any Loss discovered during the Policy Period, but in no event later than sixty (60) days after such Loss is first discovered. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person</p>		<p>the enforcing of any right of contribution or indemnity against another who may be liable to the Insured. The Insured shall, as We at our discretion may require, attend hearings and trials, and assist in securing and giving evidence and obtaining the attendance of witnesses.</p> <p>6. Not, except at the Insured's own cost, voluntarily make any payment, assume any obligation or incur any expense at the time of the Wrongful Act.</p> <p>If, during the Policy Period, any Insured becomes aware of any specific Wrongful Act which may reasonably give rise to a future Claim covered under this policy, and if the Insureds give written notice to the Insurer during the Policy Period, the Automatic Extended Reporting Period, or, if elected, the Supplemental Extended Reporting Period of:</p> <ol style="list-style-type: none"> <li>1. the identity of the potential claimants;</li> <li>2. a description of the anticipated Wrongful Act allegations;</li> <li>3. the identity of the Insureds allegedly involved;</li> <li>4. the circumstances by which the Insureds first became aware of the Wrongful Act;</li> <li>5. the consequences which have resulted or may result; and</li> <li>6. the nature of the potential monetary damages;</li> </ol> <p>then any Claim which arises out of such Wrongful Act shall be deemed to have been first made at the time such written notice was received by the Insurer. No coverage is provided for fees, expenses and other costs incurred prior to the time such Wrongful Act results in a Claim.</p>	
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to assume that a Loss of a type covered by this Endorsement has been or will be incurred, even though the exact amount or details of Loss may not then be known.

B. Within six (6) months after discovery of any Loss, the Company shall furnish to the Insurer Proof of Loss, duly sworn to, with full particulars.

C. In addition to furnishing the notice as provided in (A) above, the Company shall cooperate fully with the Insurer in all matters pertaining to the Loss and shall promptly furnish the Insurer with all information reasonably requested by the Insurer including, but not limited to, copies of reports, investigations, pleadings and other papers in connection therewith.

ABA Insurance Internet/Electronic  
Banking Liability Insurance  
Cyber/Network Extortion Endorsement  
(04/01)

**SECTION VII - NOTICE OF CLAIMS  
AND POTENTIAL CLAIMS**

For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section VII (Notice of Claims and Potential Claims) of the Policy are deleted and replaced as follows:

**SECTION VII - NOTICE OF LOSS  
AND PROOF OF LOSS**

A. The Company, as a condition precedent to its rights under this Endorsement, shall give the Insurer notice in writing, as soon as practicable, of any Loss discovered during the Policy Period, but in no event later than sixty (60) days after such Loss is first discovered. Discovery occurs when the Company first becomes aware of facts which would cause a reasonable person to assume that a Loss of a type covered

	<p>by this Endorsement has been or will be incurred, even though the exact amount or details of Loss may not then be known.</p> <p>B. Within six (6) months after discovery of any Loss, the Company shall furnish to the Insurer Proof of Loss, duly sworn to, with full particulars.</p> <p>C. In addition to furnishing the notice as provided in (A) above, the Company shall cooperate fully with the Insurer in all matters pertaining to the Loss and shall promptly furnish the Insurer with all information reasonably requested by the Insurer including, but not limited to, copies of reports, investigations, pleadings and other papers in connection therewith.</p>			
<p>SECTION - GENERAL CONDITIONS - ASSIGNMENT AND ACCEPTANCE - By acceptance of this Policy, the Company, Insured Persons and the Insurer agree that this Policy and any written Endorsements attached thereto constitute the entire agreement between the parties. Assignment of interest under this Policy shall not bind the Insurer until its consent is endorsed hereon.</p>		<p>Conditions: Entire Agreement Provisions</p>	<p>Specific provision not identified.</p>	
<p>SECTION - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES A. COMPANY MERGES WITH OR ACQUIRES ANOTHER ENTITY - If during the Policy Period, the Company acquires or merges with another entity whereby the Company is the surviving entity, or creates or acquires a Subsidiary, the Insurer reserves the right to amend the Policy, decline to provide coverage for the acquired, merged or created entity, or assess additional premium. No coverage shall be afforded</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) SECTION VIII - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES For purposes of the coverage afforded by this Endorsement, Section VIII (Mergers, Acquisitions and Changes in Business Activities) of the Policy is deleted and replaced below: A. COMPANY MERGES WITH OR ACQUIRES ANOTHER ENTITY - If during the Policy Period, the Company acquires or merges with another entity</p>	<p>Conditions: Entity Change</p>	<p>SECTION - GENERAL CONDITIONS - Merger If, during the Policy Period, You shall be acquired or merged, consolidated or otherwise combined with another firm, partnership, association, corporation, or any other entity, immediate written notice of that fact must be given to Us. There shall be no coverage under this policy with respect to any Wrongful Acts committed by any Insured subsequent to the date of said acquisition, merger, consolidation or other combination unless this policy is endorsed by Us to</p>	

<p>under this Policy for any Loss incurred by such entity or Subsidiary resulting from any Claim first made more than ninety (90) days after the acquisition, merger or creation unless:</p> <p>(1) the Company provides written notice of such transaction, including any requested information regarding the transaction, to the Insurer as soon as practicable;</p> <p>(2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and</p> <p>(3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</p> <p><b>B. PAST ACTS FOR MERGED OR ACQUIRED ENTITIES</b> - Any coverage afforded under this Policy, either during the ninety (90) day period described in (A) above or thereafter if the Insurer has agreed to provide coverage, for any Loss in any way involving the assets or entity acquired or the assets or liabilities of the entity merged with shall not apply to any Claim arising out of or directly or indirectly resulting from:</p> <p>(1) any Wrongful Internet/Electronic Banking Act or any fact, circumstance or situation committed or allegedly committed prior to the effective date of such acquisition, merger or creation; or</p> <p>(2) any other Wrongful Internet/Electronic Banking Act which, together with a Wrongful Internet/Electronic Banking Act committed or allegedly committed prior to the effective date of such acquisition, merger or creation, constitute Interrelated Wrongful Internet/Electronic Banking Acts.</p> <p><b>C. COMPANY IS MERGED OR ACQUIRED</b> - If during the Policy Period, the Company is acquired by or</p>	<p>whereby the Company is the surviving entity, or creates or acquires a Subsidiary, the Insurer reserves the right to amend this Endorsement, decline to provide coverage for the acquired, merged or created entity, or assess additional premium. No coverage shall be afforded under this Endorsement for any Loss incurred by such entity or Subsidiary more than ninety (90) days after the acquisition, merger or creation unless:</p> <p>(1) the Company provides written notice of such transaction, including any requested information regarding the transaction, to the Insurer as soon as practicable;</p> <p>(2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and</p> <p>(3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</p> <p><b>B. PAST ACTS FOR MERGED OR ACQUIRED ENTITIES</b> - Any coverage afforded under this Endorsement, either during the ninety (90) day period described in (A) above or thereafter if the Insurer has agreed to provide coverage, for any Loss in any way involving the assets or entity acquired or the assets or liabilities of the entity merged with shall not apply to any Loss arising out of or directly or indirectly resulting from facts, circumstances or conditions of which the entity or the Company were aware, or of which they reasonably should have been aware, prior to the effective date of acquisition, merger or creation.</p> <p><b>C. COMPANY IS MERGED OR ACQUIRED</b> - If during the Policy Period, the Company is acquired by or merges or consolidates with another entity whereby the Company is not the</p>		<p>provide such coverage.</p>	
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<p>merges or consolidates with another entity whereby the Company is not the surviving entity, this Policy will terminate pursuant to Section IX (General Conditions) (A) (Cancellation, Nonrenewal or Termination) (3) (Termination) (b) and the Company shall have the right to purchase the Discovery Period subject to the terms and conditions set forth in Section II (Additional Coverages) (C) (Discovery Period).</p>	<p>surviving entity, this Endorsement will terminate pursuant to Section IX (A)(3) (General Conditions; Cancellation, Nonrenewal or Termination; Termination) (b) of the Policy.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) <b>SECTION VIII - MERGERS, ACQUISITIONS AND CHANGES IN BUSINESS ACTIVITIES</b></p> <p>For purposes of the coverage afforded by this Endorsement, Section VIII (Mergers, Acquisitions and Changes in Business Activities) of the Policy is deleted and replaced below:</p> <p><b>A. COMPANY MERGES WITH OR ACQUIRES ANOTHER ENTITY -</b> If during the Policy Period, the Company acquires or merges with another entity whereby the Company is the surviving entity, or creates or acquires a Subsidiary, the Insurer reserves the right to amend this Endorsement, decline to provide coverage for the acquired, merged or created entity, or assess additional premium. No coverage shall be afforded under this Endorsement for any Loss incurred by such entity or Subsidiary more than ninety (90) days after the acquisition, merger or creation unless:</p> <p>(1) the Company provides written notice of such transaction, including any requested information regarding the transaction, to the Insurer as soon as practicable;</p> <p>(2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and</p> <p>(3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.</p>			
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**B. PAST ACTS FOR MERGED OR ACQUIRED ENTITIES** - Any coverage afforded under this Endorsement, either during the ninety (90) day period described in (A) above or thereafter if the Insurer has agreed to provide coverage, for any Loss in any way involving the assets or entity acquired or the assets or liabilities of the entity merged with shall not apply to any Loss arising out of or directly or indirectly resulting from facts, circumstances or conditions of which the entity or the Company were aware, or of which they reasonably should have been aware, prior to the effective date of acquisition, merger or creation.

**C. COMPANY IS MERGED OR ACQUIRED** - If during the Policy Period, the Company is acquired by or merges or consolidates with another entity whereby the Company is not the surviving entity, this Endorsement will terminate pursuant to Section IX (A)(3) (General Conditions; Cancellation, Nonrenewal or Termination; Termination) (b) of the Policy.

ABA Insurance Internet/Electronic  
Banking Liability Insurance  
Cyber/Network Extortion Endorsement  
(04/01)

**SECTION VIII - MERGERS,  
ACQUISITIONS AND CHANGES IN  
BUSINESS ACTIVITIES**

For purposes of the coverage afforded by this Endorsement, Section VIII (Mergers, Acquisitions and Changes in Business Activities) of the Policy is deleted and replaced below:

**A. COMPANY MERGES WITH OR ACQUIRES ANOTHER ENTITY** - If during the Policy Period, the Company acquires or merges with another entity whereby the Company is the surviving entity, or creates or acquires a

Subsidiary, the Insurer reserves the right to amend this Endorsement, decline to provide coverage for the acquired, merged or created entity, or assess additional premium. No coverage shall be afforded under this Endorsement for any Loss incurred by such entity or Subsidiary more than ninety (90) days after the acquisition, merger or creation unless:

- (1) the Company provides written notice of such transaction, including any requested information regarding the transaction, to the Insurer as soon as practicable;
- (2) the Insurer, at its sole discretion, agrees in writing to provide such coverage; and
- (3) the Company accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the Insurer.

**B. PAST ACTS FOR MERGED OR ACQUIRED ENTITIES** - Any coverage afforded under this Endorsement, either during the ninety (90) day period described in (A) above or thereafter if the Insurer has agreed to provide coverage, for any Loss in any way involving the assets or entity acquired or the assets or liabilities of the entity merged with shall not apply to any Loss arising out of or directly or indirectly resulting from facts, circumstances or conditions of which the entity or the Company were aware, or of which they reasonably should have been aware, prior to the effective date of acquisition, merger or creation.

**C. COMPANY IS MERGED OR ACQUIRED** - If during the Policy Period, the Company is acquired by or merges or consolidates with another entity whereby the Company is not the surviving entity, this Endorsement will terminate pursuant to Section IX (A)(3)

	(General Conditions; Cancellation, Nonrenewal or Termination; Termination) (b) of the Policy.			
Specific provision not identified.		Conditions: Fraud	Specific provision not identified.	
SECTION - GENERAL CONDITIONS - CONFORMITY TO STATUTE - Any terms of this Policy which are in conflict with the terms of any applicable laws construing this Policy are hereby amended to conform to such laws.		Conditions: Governing Law, Jurisdiction	Specific provision not identified.	
SECTION - GENERAL CONDITIONS - HEADINGS AND TABLE OF CONTENTS - The descriptions in the headings, sub-headings and Table of Contents of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.		Conditions: Headings, Titles	Specific provision not identified.	
SECTION - GENERAL CONDITIONS - ACTION AGAINST THE INSURER - No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the Company's or Insured Persons' obligation to pay is finally determined, either by an adjudication or by written agreement of the Company, Insured Persons, claimant and the Insurer. No person or organization shall have any right under this Policy to join the Insurer as a party to any Claim against the Company or Insured Persons nor shall the Insurer be impleaded by the Company, Insured Persons, or their legal representatives in any such Claim.	ABA Insurance Liability Mitigation Expense Endorsement (09/06) SECTION IX - GENERAL CONDITIONS For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below: I. ACTION AGAINST THE INSURER - Legal proceedings for the recovery of any Loss under this Endorsement shall not be brought prior to the expiration of sixty (60) days after the Proof of Loss, with full particulars, is filed with the Insurer or after the expiration of twenty-four (24) months from the discovery of such Loss. This Endorsement affords coverage only in favor of the Company. No suit, action	Conditions: Legal Action Against Insurer	SECTION - GENERAL CONDITIONS - Legal Action Limitation No action may be brought against Us concerning this policy unless: 1. The Insured has fully complied with all the provisions of this policy; and 2. The amount of the Insured's obligation to pay has been decided by judgment against the Insured after actual trial or by written agreement between the Insured, Us, and the claimant. Any person, organization or their legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization has a right under this policy to include Us in any action against the Insured to determine the Insured's liability, nor will We be brought into such action by the Insured or the Insured's representative.	

	<p>or legal proceedings shall be brought hereunder by anyone other than the Company.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) SECTION IX - GENERAL CONDITIONS For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below: I. ACTION AGAINST THE INSURER - Legal proceedings for the recovery of any Loss under this Endorsement shall not be brought prior to the expiration of 60 days after the Proof of Loss, with full particulars, is filed with the Insurer or after the expiration of 24 months from the discovery of such Loss. This Endorsement affords coverage only in favor of the Company. No suit, action or legal proceedings shall be brought hereunder by anyone other than the Company.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01) SECTION IX - GENERAL CONDITIONS For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I</p>			
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	<p>(Action Against the Insurer), which are deleted and replaced below:  <b>I. ACTION AGAINST THE INSURER -</b>  Legal proceedings for the recovery of any Loss under this Endorsement shall not be brought prior to the expiration of 60 days after the Proof of Loss, with full particulars, is filed with the Insurer or after the expiration of 24 months from the discovery of such Loss.  This Endorsement affords coverage only in favor of the Company. No suit, action or legal proceedings shall be brought hereunder by anyone other than the Company.</p>			
<p>Specific provision not identified.</p>	<p>ABA Insurance Internet/Electronic Banking Liability Insurance  Cyber/Network Extortion Endorsement (04/01)  <b>SECTION IX - GENERAL CONDITIONS</b>  For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below:  In addition, Subsection L is added below:  <b>L. VALUATION -</b> In the event of Loss of Property other than money, the Insurer shall not be liable for more than the actual cash value of such Property, calculated as of the date upon which the Property was surrendered. In the event of any dispute between the Insurer and the Company as to actual cash value, the parties agree to use their best efforts to resolve the dispute through negotiation and, if such efforts are not successful,</p>	<p>Conditions: Loss Payment, Valuation</p>	<p>Specific provision not identified.</p>	

	any dispute shall be resolved through arbitration.			
<p><b>SECTION - EXCLUSIONS</b>  - Antistacking Exclusion -  Notwithstanding the provisions of any other policy of insurance issued to the Company by the Insurer, or the provisions of this Policy, with respect to any Claim or elements of a Claim which would be covered under both policies, the Limit of Liability of the Insurer for all Loss incurred from all such Claims, including Defense Costs, shall not exceed the maximum Aggregate Limit of Liability set forth in Item 3 (a) of the Declarations.</p> <p>- Bonding Company Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim which is directly or indirectly for the benefit of any insurance carrier or bond carrier of the Company, any affiliate of the Company, or any Insured Person regardless in whose name such Claim is actually made.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p> <p><b>SECTION - GENERAL CONDITIONS</b>  - OTHER INSURANCE OR INDEMNIFICATION - This Policy shall not be subject to the terms of any other insurance. All Loss, including Defense Costs, payable under this Policy shall be excess to, and paid only after all available payments are made under:  (1) other existing insurance including, but not limited to, any insurance under which there is a duty to defend; and</p>		<p>Conditions: Other Insurance</p>	<p><b>SECTION - GENERAL CONDITIONS</b>  - Other Insurance  If there is other valid and collectible insurance which is applicable to a Claim, this policy is excess above such other insurance unless such insurance is stated to apply as excess above this policy.</p>	<p>ACE Bodily Injury and Property Damage Exclusion Amended PF-21987 (06/07)  In consideration of the premium charged, your policy is amended as follows:  - The coverage afforded by this endorsement shall be excess of any other valid and collectible insurance (regardless of whether such insurance is maintained by the Insured or any third party), and shall apply only to the extent that the amount of Damages or Defense Costs covered hereunder are in excess of the amount of such other insurance, including without limitation any General Liability Insurance or Property Insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this policy.</p>

(2) indemnification to which the Company or Insured Persons are entitled from any entity other than the Company.				
<p>SECTION - EXCLUSIONS Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p> <p>SECTION - GENERAL CONDITIONS - REPRESENTATIONS AND SEVERABILITY - It is agreed and represented that the particulars and statements contained in the Application are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy. By acceptance of this Policy, the Company and Insured Persons agree:</p> <p>(1) that this Policy shall be deemed to be a single unitary contract and not a severable contract of insurance or a series of individual contracts of insurance with each of the Insured Persons and the Company;</p> <p>(2) that the statements in the Application are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Insurer under this Policy, and that this Policy is issued in reliance upon the truth of such representations; and</p> <p>(3) that in the event the Application contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the Insurer under this Policy, this Policy shall be void ab initio in its entirety and of no effect whatsoever. For purposes of determining whether this Policy shall be void ab initio in its entirety, material facts or</p>		<p>Conditions: Separation of Insureds</p>	<p>Specific provision not identified.</p>	

<p>circumstances known to or material misrepresentations or omissions by one or more of the persons signing the Application shall be imputed to the Company and Insured Persons. Any misstatement or omission in the Application with respect to a specific Wrongful Internet/Electronic Banking Act by an Insured Person or that Insured Person's knowledge of any fact, circumstance or situation which could result in a future Claim shall not be imputed to any other Insured Person or the Company for purposes of determining the validity of this Policy as to such other Insured Person or the Company, except when the Insured Person making such misstatement or omission or having such knowledge has signed the Application.</p>				
<p>SECTION - GENERAL CONDITIONS - SUBROGATION - In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the Company's and Insured Person's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Company or Insured Persons.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06) SECTION IX - GENERAL CONDITIONS For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below: D. SUBROGATION AND ASSIGNMENT - In the event of any payment under this Endorsement: (1) the Company shall deliver, if so requested by the Insurer, an assignment of such of the Company's rights, title, interest and causes of action as it has against any person or entity to the extent of the Loss payment; and (2) the Insurer shall be subrogated to the extent of such payment to all of the</p>	<p>Conditions: Subrogation</p>	<p>SECTION - GENERAL CONDITIONS - Rights Of Recovery If We make any payment, We may be entitled to recover what We paid from other parties. Any person to or for whom We make payment must transfer to Us their rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.</p>	

Company's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Company. Recoveries from any other person for Loss paid under this Endorsement, whether effected by the Insurer or the Company, shall be applied net of the expense of such recovery: first, to the satisfaction of the Company's Loss which would have otherwise been paid but for the fact that it is in excess of the Aggregate Limit of Liability; secondly, to the Insurer as reimbursement of amounts paid to the Company under this Endorsement; and thirdly, to the Company in satisfaction of its Retention amount.

ABA Insurance Internet/Electronic  
Banking Liability Insurance Business  
Interruption Endorsement (04/01)

**SECTION IX - GENERAL  
CONDITIONS**

For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below:

**D. SUBROGATION AND  
ASSIGNMENT** - In the event of any payment under this Endorsement:  
(1) the Company shall deliver, if so requested by the Insurer, an assignment of such of the Company's rights, title, interest and causes of action as it has against any person or entity to the extent of the Loss payment; and

(2) the Insurer shall be subrogated to the extent of such payment to all of the Company's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Company. Recoveries from any other person for Loss paid under this Endorsement, whether effected by the Insurer or the Company, shall be applied net of the expense of such recovery: first, to the satisfaction of the Company's Loss which would have otherwise been paid but for the fact that it is in excess of the Aggregate Limit of Liability; and secondly, to the Insurer as reimbursement of amounts paid to the Company under this Endorsement.

ABA Insurance Internet/Electronic  
Banking Liability Insurance  
Cyber/Network Extortion Endorsement  
(04/01)

**SECTION IX - GENERAL  
CONDITIONS**

For purposes of the coverage afforded by this Endorsement only, the terms and conditions set forth in Section IX (General Conditions) of the Policy shall apply, except for Subsection B (Allocation), which is deleted, and Subsections D (Subrogation) and I (Action Against the Insurer), which are deleted and replaced below:

**D. SUBROGATION AND**

**ASSIGNMENT** - In the event of any payment under this Endorsement:

(1) the Company shall deliver, if so requested by the Insurer, an assignment of such of the Company's rights, title, interest and causes of action as it has against any person or entity to the extent

	<p>of the Loss payment; and  (2) the Insurer shall be subrogated to the extent of such payment to all of the Company's rights to recovery therefor, and the Company shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Company. Recoveries from any other person for Loss paid under this Endorsement, whether effected by the Insurer or the Company, shall be applied net of the expense of such recovery: first, to the satisfaction of the Company's Loss which would have otherwise been paid but for the fact that it is in excess of the Aggregate Limit of Liability; secondly, to the Insurer as reimbursement of amounts paid to the Company under this Endorsement; and thirdly, to the Company in satisfaction of its Retention amount.</p>			
<p>IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations Page by a duly authorized agent of the Insurer.</p>		<p>Conditions:  OTHER</p>	<p>SECTION - GENERAL CONDITIONS - Policy Period  This policy will begin at 12:01 A.M. on the effective date shown in Item 2.A. of the Declarations. The policy will continue to apply until 12:01 A.M. on the expiration date also shown in Item 2.A. of the Declarations unless We agree to extend it, subject to prior termination pursuant to Section 8 - GENERAL CONDITIONS, subsection N.  Cancellation.</p>	<p>ACE Trade or Economic Sanctions Endorsement ALL-21101 (11/06)  This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.</p> <p>ACE Signature Endorsement LD-5S23H (02/06)  <b>THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.</b>  By signing and delivering the policy to</p>

				<p>you, we state that it is a valid contract when countersigned by our authorized representative.</p> <p>ILLINOIS UNION INSURANCE COMPANY  525 W. Monroe Street, Suite 400,  Chicago, Illinois 60661</p>
<p>APPLICATION means all applications, attachments and materials submitted to the Insurer for this Policy or any Policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to and incorporated into this Policy as if physically attached.</p>		<p>Definitions:  Application</p>	<p>APPLICATION means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the Insureds to the Insurer in connection with the Insurer underwriting this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such Applications, attachments, information and materials are deemed attached to and incorporated into this policy.</p>	
<p>No Definition</p>		<p>Definitions:  Assumed Liability</p>	<p>No Definition</p>	
<p>No Definition</p>		<p>Definitions:  Attack</p>	<p>No Definition</p>	<p>ACE Management Consultants Endorsement PF-22463 (06/07)  It is agreed that the Policy is amended as follows:  Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following:  - DENIAL OF SERVICE ATTACK means an event that is caused by a third party's malicious activity and that restricts or prevents access to an Internet Website or other network resource by other third parties authorized to gain access to that Website or resource.</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)  In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p>

				<p>Section 1 - Definitions is amended as follows:  The following definitions are added:  - DENIAL OF SERVICE ATTACK means an event that is caused by a third party's malicious activity directive at the Insured which restricts or prevents access to an Internet Website or other network resource by other third parties authorized to gain access to that Website or resource.  - HACKER ATTACK means the Unauthorized Use of or Unauthorized Access to a Computer System other than the Insured's Computer System.</p>
No Definition		Definitions: Bodily Injury	No Definition	
No Definition	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  SECTION III - DEFINITIONS  For purposes of the coverage afforded by this Endorsement only, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I (Insured Person), which is deleted, and Subsection L (Loss) which is deleted and replaced below:  In addition, Definitions R and S are added below:  R. EXTRA EXPENSE means actual, reasonable and necessary expenses in excess of the Company's normal operating costs, including but not limited to additional expenses associated with the temporary addition of employees to service customers on-site and costs of establishing the amount of Loss, incurred by the Company during an Interruption of Internet/Electronic Banking Services in order to continue business during the Interruption and which the Company</p>	Definitions: Business Interruption-Related	No Definition	

would not have incurred if there had been no Interruption; however, Extra Expense shall not include any costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any Computer System.

S. INTERRUPTION means a suspension, cessation or delay in the Company's provision of Internet/Electronic Banking Services due to failure or impairment of an Internet website, the address of which is listed in Item 1(b) of the Declarations, or of a private computer network controlled by the Company, due to:

- (1) unauthorized taking of or access to Electronic Data within any Computer System operated by or on behalf of the Company;
- (2) malicious or unauthorized introduction or implantation of any computer code, program, virus or other data into any Computer System operated by or on behalf of the Company;
- (3) an intentional attack, through the transmission of Electronic Data, upon any Computer System operated by or on behalf of the Company that results in loss of access to Internet/Electronic Banking Services;
- (4) inability of any Computer System operated by or on behalf of the Company to provide proof of the origin and/or delivery of any message or data necessary to provide Internet/Electronic Banking Services; or
- (5) the Company's intentional limitation of access to the website or any Computer System in an attempt to protect Electronic Data or any Computer System or secure confidential information from an extortion threat;

provided, however, that the Electronic Data and Computer System are protected by security measures in conformity with

currently accepted industry standards at the time the Policy was issued.

ABA Insurance Internet/Electronic  
Banking Liability Insurance  
Cyber/Network Extortion Endorsement  
(04/01)

**SECTION III - DEFINITIONS**

For purposes of the coverage afforded by this Endorsement only, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I (Insured Person), which is deleted, and Subsection L (Loss) which is deleted and replaced below:

In addition, Definitions R through V are added below:

T. INTERRUPTION means a suspension, cessation or delay in the Company's provision of Internet/Electronic Banking Services due to failure or impairment of an Internet website, the address of which is listed in Item 1(b) of the Declarations, or of a private computer network controlled by the Company, due to:

- (1) unauthorized taking of or access to Electronic Data within any Computer System operated by or on behalf of the Company;
- (2) malicious or unauthorized introduction or implantation of any computer code, program, virus or other data into any Computer System operated by or on behalf of the Company;
- (3) an intentional attack, through the transmission of Electronic Data, upon any Computer System operated by or on behalf of the Company that results in loss of access to Internet/Electronic Banking Services;
- (4) inability of any Computer System operated by or on behalf of the Company to provide proof of the origin and/or delivery of any message or data

	<p>necessary to provide Internet/Electronic Banking Services; or  (5) the Company's intentional limitation of access to the website or any Computer System in an attempt to protect Electronic Data or any Computer System or secure confidential information from an extortion threat;  provided, however, that the Electronic Data and Computer System are protected by security measures in conformity with currently accepted industry standards at the time the Policy was issued.</p>			
<p>CLAIM, either in singular or plural, means any written or oral demand or legal, injunctive, administrative, regulatory or arbitration proceeding against the Insured Persons or the Company for a Wrongful Internet/Electronic Banking Act and shall include any appeal from such proceeding.</p>		<p>Definitions:  Claim, Suit</p>	<p>- CLAIM means:  1. any written demand against any Insured for monetary damages or non-monetary or injunctive relief;  2. a civil proceeding against the Insured seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;  3. an arbitration proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief;  4. a Suit, including any appeal therefrom.  - SUIIT means a civil legal proceeding, including arbitration, brought against an Insured seeking Damages. It does not include criminal legal proceedings, legal or administrative proceedings seeking equitable relief (including, without limitation, injunctions or specific performance), or legal proceedings brought by a governmental or regulatory entity including, without limitation, those seeking fines, penalties, taxes or suspension or revocation of license, registration, membership or other operating authority.</p>	
<p>- COMPUTER PROGRAM means a set of related electronic instructions which</p>		<p>Definitions:  Computer System,</p>	<p>COMPUTER SYSTEM means computer hardware, software, and the data stored</p>	<p>ACE Management Consultants  Endorsement PF-22463 (06/07)</p>

<p>direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.</p> <p>- COMPUTER SYSTEM means:</p> <p>(1) computers with related peripheral components, including storage components, wherever located;</p> <p>(2) systems and applications software;</p> <p>(3) terminal devices; and</p> <p>(4) related communication networks by which Electronic Data is electronically collected, transmitted, processed, stored and retrieved.</p>		Network	thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.	<p>It is agreed that the Policy is amended as follows:</p> <p>Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following:</p> <p>- INSURED'S COMPUTER SYSTEM means a Computer System leased, owned, or operated by the Insured, or operated solely for the benefit of the Insured by a third party service provider underwritten contract with the Insured.</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>Section 1 - Definitions is amended as follows:</p> <p>The following definitions are added:</p> <p>- INSURED'S COMPUTER SYSTEM means a Computer System:</p> <ol style="list-style-type: none"> <li>1. leased, owned, or operated by the Insured; or</li> <li>2. operated solely for the benefit of the Insured by a third party service provider under written contract with the Insured.</li> </ol>
No Definition	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)</p> <p>SECTION III - DEFINITIONS</p> <p>For purposes of the coverage afforded by this Endorsement, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I, which is deleted, and Subsection L which is deleted and replaced below:</p> <p>In addition, the following Definitions are added below:</p> <p>CONFIDENTIAL CUSTOMER INFORMATION means any customer name, address, telephone number, social</p>	Definitions: Confidential Information, Data	No Definition	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>Section 1 - Definitions is amended as follows:</p> <p>The following definitions are added:</p> <p>- PERSONAL INFORMATION means an individual's name in combination with any one or more of the following:</p> <ol style="list-style-type: none"> <li>1. social security number;</li> <li>2. medical or healthcare date, or other</li> </ol>

	<p>security number, driver's license number, account number, credit or debit card number, PIN, password, account history or any other nonpublic customer information.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p>SECTION III - DEFINITIONS</p> <p>For purposes of the coverage afforded by this Endorsement only, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I (Insured Person), which is deleted, and Subsection L (Loss) which is deleted and replaced below:</p> <p>In addition, Definitions R through V are added below:</p> <p>R. CONFIDENTIAL INFORMATION means any secret, confidential or sensitive information maintained by, and within the control of, the Company with respect to its own business activities or those of its customers, and where the unauthorized publication of such information would ordinarily constitute a breach of statutory or regulatory law.</p>			<p>protected health information;</p> <p>3. drivers license number or state identification number;</p> <p>4. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account;</p> <p>5. other nonpublic Personal Information as defined in Privacy Regulations</p> <p>Personal Information shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.</p>
<p>ELECTRONIC DATA means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, optical storage disks or other bulk media.</p>		<p>Definitions: Content, Material, Advertising</p>	<p>No Definition</p>	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows: Section 1 - Definitions is amended as follows:</p> <p>The following definitions are added: - ADVERTISING means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated on</p>

				any Internet Website on behalf of the Named Insured. - ELECTRONIC CONTENT means any data, text, sounds, images or similar matter disseminated electronically, including but not limited to Advertising and Advertising Services, and including matter disseminated electronically on the Insured's Internet Website. However, Electronic Content shall not include data, text, sounds, images or similar matter incorporated into or otherwise a part of Technology Products.
No Definition	ABA Insurance Liability Mitigation Expense Endorsement (09/06) SECTION III - DEFINITIONS For purposes of the coverage afforded by this Endorsement, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I, which is deleted, and Subsection L which is deleted and replaced below: In addition, the following Definitions are added below: ELECTRONIC DATA PROCESSOR means a natural person, partnership or corporation with the Insured's written authorization to perform services as data processor of checks or other accounting records of the Insured. A Federal Reserve Bank or clearinghouse shall not be an Electronic Data Processor.	Definitions: Employee	No Definition	
No Definition		Definitions: Event, Occurrence	No Definition	
No Definition		Definitions: Executive Officer	No Definition	
No Definition		Definitions: Extortion	No Definition	

No Definition		Definitions: Identity Theft	No Definition	
No Definition		Definitions: Internet, Website	- INTERNET means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks. - WEBSITE means the software, content and other materials accessible via the Internet at a designated Uniform Resource Locator address.	
No Definition		Definitions: Laws, Regulations	No Definition	ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08) In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows: Section 1 - Definitions is amended as follows: The following definitions are added: - PRIVACY REGULATIONS means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information: 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191); 2. Gramm-Leach-Bliley Act of 1999; 3. the California Security Breach Notification Act (CA SB 1386); and 4. other similar state, federal and foreign identity theft and privacy protection legislation that requires commercial entities that collect Personal Information to post privacy policies, adopt specific privacy controls, or notify individuals in the event that Personal Information has potentially been compromised.
- DEFENSE COSTS means reasonable and necessary legal fees and expenses	ABA Insurance Liability Mitigation Expense Endorsement (09/06)	Definitions: Loss, Damages, Expenses	- DAMAGES means a monetary judgment, award or settlement. Damages	

<p>incurred in the investigation and/or defense of any Claim and appeals therefrom and the cost of attachment or similar bonds; provided, however, Defense Costs shall not include salaries, wages, overhead or benefit expenses.</p> <p>- LOSS means any amount which the Insured Persons or the Company are legally obligated to pay for a Claim, including Defense Costs, damages, judgments, settlements, pre- and post-judgment interest, punitive or exemplary damages and the multiple portion of any multiplied damage award where insurable by law, except Loss shall not include:</p> <p>(1) criminal or civil fines or penalties imposed by law; or</p> <p>(2) taxes; or</p> <p>(3) matters which are uninsurable under the law pursuant to which this Policy shall be construed.</p>	<p><b>SECTION III - DEFINITIONS</b></p> <p>For purposes of the coverage afforded by this Endorsement, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I, which is deleted, and Subsection L which is deleted and replaced below:</p> <p>L. LOSS means Liability Mitigation Expense.</p> <p>In addition, the following Definitions are added below:</p> <p><b>LIABILITY MITIGATION EXPENSE</b> means:</p> <p>1) In the case of unauthorized access to Confidential Customer Information in the custody or control of the Insured or any Electronic Data Processor, or unauthorized access to Confidential Customer Information arising from the negligent management or oversight of such Confidential Customer Information by the Insured, actual, reasonable and necessary expenses in excess of the Company's normal operating costs, incurred to:</p> <p>a) notify those persons who may be directly affected by the unauthorized access of the Confidential Customer Information;</p> <p>b) change account numbers and related information, including the reissuance of debit/credit/ATM cards for those persons who may be directly affected; and</p> <p>c) with prior consent of the Insured, provide basic credit monitoring or other services to prevent fraudulent use of the Confidential Customer Information.</p> <p>2) actual, reasonable and necessary expenses incurred by the Company, in excess of expenses budgeted or incurred by the Company for publicity or advertising in the absence of Negative Publicity, to protect or restore the professional reputation of the Company solely in response to Negative Publicity.</p>		<p>does not include: (1) civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise; (2) punitive, exemplary or multiple damages, including double or treble damages or any damages in excess of actual Damages; (3) taxes; (4) the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; (4) penalties of any nature, however denominated, arising by contract; (5) the restitution of consideration or expense paid to an Insured for Computer &amp; Technology Products And Services rendered or which should have been rendered, or re-performance of services by the Insured or under the Insured's supervision; (6) disputed fees, or any actual or alleged personal profit or advantage to which an Insured was not legally entitled; (7) judgments or awards arising from acts or omissions deemed uninsurable by law; and (8) any amounts other than those intended solely to compensate for a loss caused by a Wrongful Act.</p> <p>- DEFENSE COSTS means the reasonable and necessary costs to investigate, defend or appeal a Claim or Suit incurred by or by an Insured at Our request and with Our prior written consent. It includes attorneys. fees, expert fees and all other costs and expenses related to the investigation, settlement, defense or appeal of a Claim or Suit, including those payments set forth in SECTION 4 - OTHER PAYMENTS, subsection 1, but it does not include the wages or salaries of Your employees or officers, except as provided in SECTION 4 - OTHER PAYMENTS, subsection 1.</p>	
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Liability Mitigation Expense shall include, but not be limited to, expenses incurred by the Company to hire a public relations consultant; provided, however, that if a public relations consultant is used, such consultant shall be mutually agreed upon by the Insurer and the Company. The Company shall not hire a public relations consultant without the Insurer's prior written consent, which shall not be unreasonably withheld.

ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  
SECTION III - DEFINITIONS  
For purposes of the coverage afforded by this Endorsement only, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I (Insured Person), which is deleted, and Subsection L (Loss) which is deleted and replaced below:  
L. LOSS means Extra Expense and/or loss of Business Income.

ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)  
SECTION III - DEFINITIONS  
For purposes of the coverage afforded by this Endorsement only, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I (Insured Person), which is deleted, and Subsection L (Loss) which is deleted and replaced below:  
L. LOSS means the amount of money or monetary value of other Property surrendered as a result of a threat covered under this Endorsement.  
In addition, Definitions R through V are added below:  
S. DAMAGE means:

	<p>(1) physical damage to or destruction of the Company's Computer System; or  (2) the irreversible corruption or irretrievable loss of Electronic Data which results in an Interruption of Internet/Electronic Banking Services.</p>			
No Definition		<p>Definitions:  Malicious Code,  Virus</p>	No Definition	<p>ACE Management Consultants  Endorsement PF-22463 (06/07)  It is agreed that the Policy is amended as follows:  Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following:  - MALICIOUS CODE means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.</p> <p>ACE Multiple Insuring Agreement  Election Endorsement (Standard)  PF-21962 (01/08)  In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:  Section 1 - Definitions is amended as follows:  The following definitions are added:  - MALICIOUS CODE means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.</p>
No Definition		<p>Definitions:  Personal Injury and  Advertising Injury</p>	<p>- PERSONAL INJURY means injury, other than bodily injury, including mental or emotional distress or humiliation, arising out of one or more of the following offenses:</p>	

			<p>1. false arrest, detention or imprisonment, or malicious prosecution;</p> <p>2. the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;</p> <p>3. wrongful entry or eviction, or other invasion of the right of private occupancy.</p> <p>Personal Injury does not include injury arising out of one or more of the following offenses:</p> <p>1. harassment;</p> <p>2. discrimination because of age, color, race, sex, sexual preference, creed, national origin, ancestry, physical or mental handicap, marital status or pregnancy.</p>	
<p>- POLICY PERIOD means the period from the inception date of this Policy to the expiration date set forth in Item 2 of the Declarations or any earlier termination date.</p> <p>- POLICY YEAR means the period of one year following the effective date and hour of this Policy or any anniversary thereof, or if the time between the effective date or any anniversary date and termination of the Policy is less than one year, such lesser period.</p>		<p>Definitions: Policy Period</p>	<p>- COVERAGE PERIOD means the period of time beginning with the applicable Retroactive Date for the Insured, as stated in Item 2B of the Declarations or an endorsement to this policy, and ending with the expiration of the Policy Period.</p> <p>- POLICY PERIOD means the period of time between the inception date shown in the Declarations of this policy under Item 2A, and the date this policy expires or is canceled; provided, in the case of a particular Insured, Policy Period means the period of time between the inception of coverage under this policy with respect to that Insured and the date this policy expires, is canceled or otherwise terminates with respect to that Insured. Policy Period does not include any Extended Reporting Period or any policy period of which this is a renewal or which may succeed this policy in time.</p>	
<p><b>SECTION - EXCLUSIONS</b></p> <p>- POLLUTANTS include but are not limited to any solid, liquid, gaseous or</p>		<p>Definitions: Pollution, Pollutants</p>	<p>No Definition</p>	

<p>thermal organism, irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, nuclear materials and waste. Waste includes materials to be recycled, reconditioned or reclaimed.</p>				
<p>No Definition</p>		<p>Definitions: Products</p>	<p>- COMPUTER &amp; TECHNOLOGY PRODUCTS AND SERVICES means Technology Products and/or Technology Services. - TECHNOLOGY PRODUCTS means computer, telecommunications or hardware, software, measurement, middleware, network servers, storage and peripherals, tools or related electronic equipment, devices, instruments, integrated circuits, circuit boards, computer chips, central processor units, memory chips and motherboards including the design, development, manufacturing, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.</p>	
<p>- BANKING SERVICES means any service rendered by the Company and permitted by law or regulation; provided, however, that Banking Services shall not include: (1) website development; software development or network security services; hosting services; or acting as an Internet Service Provider, Internet Access Provider, Application Service Provider or provider of like services to third parties; (2) any advice or recommendations made with respect to the sale of insurance or the rendering of services as an insurance agent or insurance broker; (3) any financial advisory services, investment or financial advice or recommendations (including investment banking services) or the rendering of brokerage services of any kind; or</p>		<p>Definitions: Professional Services, Business Activities</p>	<p>- COMPUTER &amp; TECHNOLOGY PRODUCTS AND SERVICES means Technology Products and/or Technology Services. - TECHNOLOGY SERVICES means: 1. information technology project management and consulting, and information systems or network analysis, design, programming or integration; 2. database design and the caching, collecting, compiling, processing, mining, or recording or analysis of data; 3. information system outsourcing; 4. information technology training and education; 5. Website design, programming or maintenance; 6. information system or Website hosting; 7. computer or telecommunications network design, maintenance, analysis,</p>	<p>ACE Telecommunications Endorsement PF-21960 (04/07) In consideration of the additional premium of \$ .00, it is agreed that: Section 1 - Definitions is amended as follows: a. Subsection T, definition of TECHNOLOGY SERVICES, is amended by adding the following: telecommunications services, including switching services, dial tone access, competitive access provider services, cellular and wireless communication services, call center services, telecommunications consulting services, local access telephone services, long-distance telephone services, cable and internet telephone services, broadband services and private line and private network services.</p>

<p>(4) any service provided by the Company that was not listed on the Application at the time the Policy was underwritten or any new service of or change in business activity by the Company for which notice was not provided pursuant to Section VIII (Mergers, Acquisitions and Changes in Business Activities) (D) (Changes in Business Activities).</p> <p>- INTERNET/ELECTRONIC BANKING SERVICES means Banking Services provided by the Company through the transmission of Electronic Data to or from an Internet website, the address of which is listed in Item 1(b) of the Declarations, or through a private computer network controlled by the Company.</p>			<p>security; and</p> <p>8. computer or telecommunications hardware installation or repair.</p>	<p>ACE Management Consultants Endorsement PF-22463 (06/07)</p> <p>It is agreed that the Policy is amended as follows:</p> <ul style="list-style-type: none"> <li>- Section 1 - DEFINITIONS, Subsection T., definition of TECHNOLOGY SERVICES, is amended by adding the following subparagraph at the end thereof:</li> </ul> <p>Management Consulting provided, however, that the coverage afforded pursuant to this endorsement for Management Consulting shall only be afforded to that portion of any Claim which is covered under Insuring Agreement A, Technology and Internet Errors and Omissions Liability (specified in the Multiple Insuring Agreement Election Endorsement).</p> <p>Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following:</p> <ul style="list-style-type: none"> <li>- MANAGEMENT CONSULTING means analyzing management and operating problems associated with the goals, objectives, policies, strategies, administrations, organizations and the principal functional or operating areas of a business, and the recommendation and implementation of practical solutions to these problems.</li> <li>- NETWORK OPERATIONS SECURITY means those activities performed by the Insured, or by others on behalf of the Insured, to protect against Unauthorized Access to and the Unauthorized Use of the Insured's Computer System, or to protect against a Denial of Service Attack.</li> </ul> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that</p>
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				<p>the Policy is amended as follows: Section 1 - Definitions is amended as follows: The following definitions are added: - ADVERTISING SERVICES means promotional material (including branding, co-branding, sponsorship and/or endorsements), publicly disseminated by the Insured on the Named Insured's Internet Website on behalf of others. - ELECTRONIC MEDIA ACTIVITIES means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of Electronic Content on the Internet, on behalf of the Insured or by the Insured for others. - NETWORK OPERATIONS SECURITY means those activities performed by the Insured, or by others on behalf of the Insured, to protect against Unauthorized Access to and the Unauthorized Use of the Insured's Computer System, or to protect against a Denial of Service Attack.</p> <p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)</p> <p>It is agreed that Section 1 - Definitions is amended as follows: (1) Subsection T., definition of TECHNOLOGY SERVICES, is amended to include the following at the end thereof: - Information Technology Staffing and Placement. (2) The following definition is added to Section 1 - Definitions: INFORMATION TECHNOLOGY STAFFING AND PLACEMENT means the identification, appraisal and placement of personnel into employment</p>
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				roles and consultation concerning such activities. Such consultation and placement will include either temporary or permanent appointments.
No Definition		Definitions: Property Damage	No Definition	
No Definition		Definitions: Retroactive Date	RETROACTIVE DATE means the date specified in item 2B of the Declarations.	
No Definition		Definitions: Theft of Data	No Definition	
No Definition		Definitions: Unauthorized Access, Use	No Definition	<p>ACE Management Consultants Endorsement PF-22463 (06/07) It is agreed that the Policy is amended as follows: Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following: - UNAUTHORIZED ACCESS means the gaining of access to a Computer System by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner. - UNAUTHORIZED USE means the use of a Computer System by an unauthorized person or persons or an authorized person in an unauthorized manner.</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08) In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows: Section 1 - Definitions is amended as follows: The following definitions are added: - HACKER ATTACK means the Unauthorized Use of or Unauthorized Access to a Computer System other than the Insured's Computer System.</p>

				<p>- UNAUTHORIZED ACCESS means the gaining of access to a Computer System by an unauthorized person or persons.</p> <p>- UNAUTHORIZED USE means the use of a Computer System by an unauthorized person or persons.</p>
<p>- INTERRELATED WRONGFUL INTERNET/ELECTRONIC BANKING ACTS means Wrongful Internet/Electronic Banking Acts which have as a common nexus any related fact, circumstance, situation, event, transaction or series of related facts, circumstances, situations, events or transactions.</p> <p>- WRONGFUL INTERNET/ELECTRONIC BANKING ACT means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by:</p> <p>(1) any Insured Person acting solely in the capacity as such; or</p> <p>(2) the Company, committed in connection with the provision of Internet/Electronic Banking Services.</p>		<p>Definitions: Wrongful Act(s)</p>	<p>- INTERRELATED WRONGFUL ACTS means Wrongful Acts which have as a common nexus any fact, circumstance, situation, event, transaction or series of continuous or repeated acts, events, situations, or transactions.</p> <p>- WRONGFUL ACT means any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, Personal Injury or other negligent act done or attempted by an Insured, or by any person for whose acts the Insured is legally responsible, in the provision of:</p> <p>a. Technology Services to others for a fee, or</p> <p>b. Technology Products, but only in conjunction with the Insured's provision of Technology Services to others for a fee.</p>	<p>ACE Management Consultants Endorsement PF-22463 (06/07)</p> <p>It is agreed that the Policy is amended as follows:</p> <p>Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following:</p> <p>- BREACH OF PRIVACY means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the Named Insured's Computer System onto the Internet or otherwise into the public domain.</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>Section 1 - Definitions is amended as follows:</p> <p>The following definitions are added:</p> <p>- BREACH OF PRIVACY means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the Named Insured's Computer System onto the Internet or otherwise into the public domain.</p> <p>Subsection W, the definition of Wrongful Act, is deleted and the following is inserted:</p> <p>W . WRONGFUL ACT means any</p>

				<p>actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, Personal Injury or other negligent act done or attempted by an Insured, or by any person for whose acts the Insured is legally responsible:</p> <ol style="list-style-type: none"><li>1. With respect only to Insuring Agreement A, in the provision of:<ol style="list-style-type: none"><li>a. Technology Services to others for a fee, or</li><li>b. Technology Products, but only in conjunction with the Insured's provision of Technology Services to others for a fee.</li></ol></li><li>2. With respect only to Insuring Agreement B, in the provision of Electronic Media Activities, including:<ol style="list-style-type: none"><li>a. any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish, outrage or outrageous conduct;</li><li>b. invasion, infringement or interference with the right to privacy or publicity, including false light, public disclosure of private facts, or the intrusion and commercial appropriation of a name, persona or likeness;</li><li>c. plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles or performances;</li><li>d. the infringement of copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or</li><li>e. negligence with respect to the Insured's creation or dissemination of Electronic Content.</li></ol></li><li>3. With respect only to Insuring Agreement C, in the conduct of Network</li></ol>
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				<p>Operations Security that results in:</p> <ul style="list-style-type: none"> <li>a. the failure to prevent Unauthorized Access to or Unauthorized Use of the Insured's Computer System, that in turn results in: <ul style="list-style-type: none"> <li>i. the theft, alteration or destruction of data, or</li> <li>ii. Hacker Attacks against third parties; or</li> <li>iii. a Breach of Privacy;</li> </ul> </li> <li>b. the denial of authorized users' access to the Insured's Computer System, unless such denial of access is caused by a mechanical or electrical failure;</li> <li>c. the failure to prevent the participation by the Insured's Computer System in a Denial of Service Attack directed against the Computer System of a third party; or</li> <li>d. the failure to prevent the transmission of Malicious Code from the Insured's Computer System to the Computer System of a third party.</li> </ul>
<p>POLICY, either in single or plural, means collectively, the Declarations, the Application, this policy form and any Endorsements attached hereto.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)  <b>SECTION III - DEFINITIONS</b>  For purposes of the coverage afforded by this Endorsement, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I, which is deleted, and Subsection L which is deleted and replaced below:  In addition, the following Definitions are added below:  <b>NEGATIVE PUBLICITY</b> means information associated with or resulting from the provision of Internet/Electronic Banking Services which is publicized by persons other than the Company through newspapers, radio, television or other similar print, broadcast or electronic media that has caused or is reasonably likely to cause decline or deterioration in</p>	<p>Definitions:  <b>OTHER</b></p>	<ul style="list-style-type: none"> <li>- The words "WE", "US" and "OUR" refer to the Company providing the insurance.</li> <li>- INSURER (as do the terms "WE", "US" and "OUR") means the insurance company providing this insurance.</li> <li>- TRADE SECRET means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.</li> </ul>	

	<p>the reputation of the Company.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p>SECTION III - DEFINITIONS</p> <p>For purposes of the coverage afforded by this Endorsement only, the Definitions set forth in Section III (Definitions) of the Policy shall apply, except Subsection I (Insured Person), which is deleted, and Subsection L (Loss) which is deleted and replaced below:</p> <p>In addition, Definitions R through V are added below:</p> <p>U. PROPERTY means tangible personal property of any kind and includes money, securities, negotiable instruments, gems, jewelry or precious metals.</p> <p>V. THEFT means the unlawful taking of money or other Property.</p>			
Specific provision not identified.		Exclusions: Advertising	Specific provision not identified.	
Specific provision not identified.		Exclusions: Affiliated Entities	Specific provision not identified.	
SECTION - EXCLUSIONS - Bodily Injury/Personal Injury/Property Damage Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim for actual or alleged sickness, disease, or death of any person, false arrest, false imprisonment, malicious prosecution, assault, battery, damage to property other than Electronic Data, or loss of consortium or for any Claim for actual or alleged wrongful entry, eviction or trespass unless such Claim relates directly to access to a website of the Company and the website is listed in		Exclusions: Bodily Injury, Property Damage	SECTION - EXCLUSIONS The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim: - alleging, based upon, arising out of, or attributable to: 1. bodily injury to or sickness, disease, mental illness or death of any person; 2. physical damage to, loss or destruction of, or loss of use of tangible property;	ACE Bodily Injury and Property Damage Exclusion Amended PF-21987 (06/07) In consideration of the premium charged, your policy is amended as follows: - Section 6 - Exclusions, Exclusion A (Bodily Injury, Property Damage) is deleted in its entirety and replaced with the following: A. alleging, based upon, arising out of, or attributable to: 1. bodily injury to or sickness, disease, mental illness or death of any person (collectively referred to herein as "Bodily Injury"); 2. physical damage to, loss or destruction

<p>Item 1(b) of the Declarations. Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>				<p>of, or loss of use of tangible property (collectively referred to herein as "Property Damage"); however, this exclusion does not apply if the Bodily Injury or Property Damage results from any Wrongful Act of an Insured in the provision of Technology Services or Technology Products, provided that:</p> <p>(a) such Wrongful Act was not the reasonably foreseeable cause of such Bodily Injury or Property Damage; and</p> <p>(b) there is no other Insurance policy issued by any insurer applicable to such Contingent Bodily Injury or Property Damage.</p> <p>Section 6 - Exclusions, is amended to include the following:</p> <p>- alleging, based upon, arising out of, or attributable to Property Damage:</p> <ol style="list-style-type: none"> <li>1. To property any Insured owns, rents or occupies;</li> <li>2. To premises any Insured sells, gives away or abandons;</li> <li>3. To property loaned to any Insured;</li> <li>4. To personal property in any Insured's care, custody or control; or</li> <li>5. Arising out of a defect, deficiency, inadequacy or dangerous condition in any product manufactured by the Insured, or in any product which incorporates the Insured's products or services, or in any product associated with the Insured's Technology Services or Technology Products.</li> </ol>
<p><b>SECTION - EXCLUSIONS</b> - Trust Operations Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving trust department services or operations of the Company including but</p>		<p>Exclusions: Business Activities</p>	<p><b>SECTION - EXCLUSIONS</b> The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim: - alleging, based upon, arising out of, or attributable to the performance or failure</p>	<p>ACE Management Consultants Endorsement PF-22463 (06/07) It is agreed that the Policy is amended as follows: Section 6 - EXCLUSIONS is amended by adding the following exclusions: - alleging, based upon, arising out or</p>

<p>not limited to the Company exercising any trust or fiduciary powers permitted by law; provided, however, that this Exclusion shall not apply to:</p> <p>(1) Claims alleging invasion of privacy; libel; slander; defamation; other actionable oral or written disparagement; loss or damage to Electronic Data of a customer; unauthorized access to a customer account maintained by the Company; infringement of copyright; misappropriation of ideas (other than patent infringement); plagiarism; or infringement of trademark, trade name or service mark; and</p> <p>(2) Loss covered under any Business Interruption Endorsement, Cyber/Network Extortion Endorsement, or Public Relations Expense Endorsement attached to this Policy (if applicable).</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>			<p>to perform services for any person or entity;</p> <ol style="list-style-type: none"> <li>1. which is owned or controlled by an Insured; or</li> <li>2. which owns or controls any Insured; or</li> <li>3. which is affiliated with an Insured through any common ownership or control; or</li> <li>4. in which any Insured is a director, officer, partner or principal stockholder;</li> </ol>	<p>attributable to the performance of or failure to perform services as an attorney, accountant or actuary;</p> <p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)</p> <p>It is agreed that Section 1 - Definitions is amended as follows:</p> <p>It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of or attributable to any leased, supplied, staffed or placed employee's performance or failure to perform services by or on behalf of or at the direction of any client of an Insured;</li> </ul>
<p>Specific provision not identified.</p>	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)</p> <p><b>SECTION IV - EXCLUSIONS</b></p> <p>For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, the following exclusions are added:</p> <ul style="list-style-type: none"> <li>- Customer Disclosure Exclusion - The Insurer shall not be liable to make any payment for Loss arising from the unauthorized access to Confidential Customer Information where such Confidential Customer Information was obtained from the customer, regardless of whether this information was obtained through trick, artifice, fraud or false</li> </ul>	<p>Exclusions:</p> <p>Computer Attack, Virus</p>	<p>Specific provision not identified.</p>	<p>ACE Management Consultants Endorsement PF-22463 (06/07)</p> <p>It is agreed that the Policy is amended as follows:</p> <p>Section 6 - EXCLUSIONS is amended by adding the following exclusions:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of, or attributable to a failure of Network Operations Security, Unauthorized Access to or Unauthorized Use of the Insured's Computer System, a Denial of Service Attack against any Computer System, any Breach of Privacy, or any use of or tampering with data on the Insured's Websites;</li> <li>- alleging, based upon, arising out of, or attributable to the introduction of</li> </ul>

	<p>pretenses.</p> <p>- Plastic Card Exclusion - The Insurer shall not be liable to make any payment for Loss arising from the unauthorized access to Confidential Customer Information where the Confidential Customer Information was obtained through the fraudulent use of debit, credit or ATM cards.</p>			Malicious Code to any Computer System;
Specific provision not identified.	<p>ABA Insurance Liability Mitigation Expense Endorsement (09/06)</p> <p>SECTION IV - EXCLUSIONS</p> <p>For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, the following exclusions are added:</p> <p>- Customer Disclosure Exclusion - The Insurer shall not be liable to make any payment for Loss arising from the unauthorized access to Confidential Customer Information where such Confidential Customer Information was obtained from the customer, regardless of whether this information was obtained through trick, artifice, fraud or false pretenses.</p> <p>- Plastic Card Exclusion - The Insurer shall not be liable to make any payment for Loss arising from the unauthorized access to Confidential Customer Information where the Confidential Customer Information was obtained through the fraudulent use of debit, credit or ATM cards.</p>	Exclusions: Confidential Information, Privacy Policy	Specific provision not identified.	<p>ACE Management Consultants Endorsement PF-22463 (06/07)</p> <p>It is agreed that the Policy is amended as follows:</p> <p>Section 6 - EXCLUSIONS is amended by adding the following exclusions:</p> <p>- alleging, based upon, arising out of, or attributable to a failure of Network Operations Security, Unauthorized Access to or Unauthorized Use of the Insured's Computer System, a Denial of Service Attack against any Computer System, any Breach of Privacy, or any use of or tampering with data on the Insured's Websites;</p> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:</p> <p>Solely with respect to the Electronic Media Activities Liability Insuring Agreement afforded by this endorsement, Section 6 - Exclusions is amended as follows:</p> <p>- The following exclusions are added:</p> <p>* alleging, based upon, arising out of or attributable to the collection of Personal Information by the insured, including but not limited to the collection of Personal Information using cookies, spyware or</p>

				<p>other Malicious Code or the failure to provide adequate notice that such information is being collected;  * alleging, based upon, arising out of or attributable to the Insured's failure to disclose the loss of Personal Information in violation of any law or regulation;</p> <p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)</p> <p>It is agreed that Section 1 - Definitions is amended as follows:  It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:  - alleging, based upon, arising out of or attributable to the use or misuse of confidential or proprietary information;</p>
Specific provision not identified.		Exclusions: Content Development, Production	Specific provision not identified.	
SECTION - EXCLUSIONS - Contractual Liability Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving the Company's assumption of any liability under any contract or agreement, unless liability would be imposed regardless of the existence of such contract or agreement. Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this		Exclusions: Contractual Liability	SECTION - EXCLUSIONS The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim: - alleging, based upon, arising out of, or attributable to any liability an Insured assumes under any contract or agreement, whether written or oral; but this does not apply to liability the Insured would have even in the absence of such contract or agreement; - alleging, based upon, arising out of, or attributable to any actual or alleged breach or violation of any oral, written,	

Section.			express, implied or constructive contract or agreement between any Insured and any staffing agency(ies) or employment agency(ies), provided however that this exclusion shall not apply to any Claims alleging, based upon, arising out of, or attributable to any Wrongful Act done or attempted by any Insured in the provision of Computer & Technology Products and Services to any staffing agency(ies) or employment agency(ies);	
Specific provision not identified.		Exclusions: Cost Representations	SECTION - EXCLUSIONS The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim: - alleging, based upon, arising out of, or attributable to any guarantee of or the exceeding of cost estimates or estimates of probable cost; - alleging, based upon, arising out of, or attributable to the failure of any property to achieve or maintain an estimated, projected or warranted value;	
Specific provision not identified.		Exclusions: Delivery Delay, Liquidated Damages	Specific provision not identified.	
SECTION - EXCLUSIONS - Employment Practices Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of any actual or potential employment relationship between any person and the Company or an affiliate of the Company, including without limitation, hiring, terminating, promoting or disciplining any person, the refusal or failure to hire or promote any person, and employment-related discrimination, misrepresentation, retaliation, libel, slander, humiliation, defamation or invasion of privacy.		Exclusions: Employment-Related Practices	Specific provision not identified.	ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07) It is agreed that Section 1 - Definitions is amended as follows: It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions: - alleging, based upon, arising out of or attributable to any violation of an employee's rights, failure to provide

<p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>				<p>compensation, perquisites, or benefits to an employee, or any other employment practices violation, including without limitation employment-related misrepresentation; any violation of employment discrimination laws anywhere in the world, including but not limited to violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, or military status; sexual or unlawful workplace harassment; wrongful deprivation of a career opportunity or wrongful demotion; failure to employ, place for employment, or promote; wrongful discipline; retaliation; negligent evaluation; employment-related libel, slander, defamation, humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an employee reference; and failure to grant tenure;</p>
<p>Specific provision not identified.</p>		<p>Exclusions: Extortion, Threat</p>	<p>Specific provision not identified.</p>	
<p>Specific provision not identified.</p>	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01) SECTION IV - EXCLUSIONS For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U and V are added below: U. Mechanical Malfunction Exclusion - The Insurer shall not be liable to make any payment for Loss resulting directly or indirectly from mechanical failure, faulty construction, wear or tear, gradual deterioration, electrical disturbance or electrical surge.</p>	<p>Exclusions: Force Majeure</p>	<p>Specific provision not identified.</p>	

	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p>SECTION IV - EXCLUSIONS</p> <p>For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U through W are added below:</p> <p>V. Mechanical Malfunction Exclusion - The Insurer shall not be liable to make any payment for Loss resulting directly or indirectly from mechanical failure, faulty construction, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge.</p>			
<p>Specific provision not identified.</p>		<p>Exclusions: Funds Misuse, Transfer</p>	<p>Specific provision not identified.</p>	<p>ACE Telecommunications Endorsement PF-21960 (04/07)</p> <p>In consideration of the additional premium of \$ .00, it is agreed that: Section 6 - Exclusions is amended by adding the following exclusions:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of or attributable to the transfer of funds, money or securities.</li> </ul> <p>ACE Funds Transfer Exclusion PF-22467 (06/07)</p> <p>It is agreed that Section 6 - Exclusions is amended by adding the following exclusion:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of or attributable to any transfer of funds, monies or securities to or from any natural person or entity;</li> </ul> <p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p>

				<p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:  With respect to all Insuring Agreements, Section 6 - Exclusions is amended to add the following exclusion:  - alleging, based upon, arising out of or attributable to any transfer of funds, monies or securities to or from any natural person or entity;</p> <p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)</p> <p>It is agreed that Section 1 - Definitions is amended as follows:  It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:  - alleging, based upon, arising out of or attributable to commingling or improper use of client's funds or the inability or failure to pay, collect or safeguard such funds;  - alleging, based upon, arising out of or attributable to the loss of monies, securities or any negotiable instruments transported or conveyed by any employee in his/her duties to a client;</p>
<p><b>SECTION - EXCLUSIONS</b>  - Sweepstakes Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving any contest, sweepstakes, lottery or other game of chance.  Any Wrongful Internet/Electronic Banking Act committed by any Insured</p>		<p>Exclusions:  Games of Chance,  Over-Redemption</p>	<p>Specific provision not identified.</p>	

<p>Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>				
<p><b>SECTION - EXCLUSIONS</b>  - Utility Service/Internet Failure  Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving the interruption or failure, howsoever caused, of the Internet, any power or other utility service, any satellite, or any component part or infrastructure support thereof. Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  <b>SECTION IV - EXCLUSIONS</b>  For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U and V are added below:  U. Mechanical Malfunction Exclusion - The Insurer shall not be liable to make any payment for Loss resulting directly or indirectly from mechanical failure, faulty construction, wear or tear, gradual deterioration, electrical disturbance or electrical surge.</p> <p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)  <b>SECTION IV - EXCLUSIONS</b>  For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U through W are added below:  V. Mechanical Malfunction Exclusion - The Insurer shall not be liable to make any payment for Loss resulting directly or indirectly from mechanical failure, faulty construction, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge.</p>	<p>Exclusions:  Infrastructure,  Utility Services  Interruptions</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, Internet, cable, satellite, telecommunications or other infrastructure; provided however, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, Internet, cable or telecommunications infrastructure under the Insured's operational control which are a result of the Insured's Wrongful Act;</p>	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)  In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows:  - Solely with respect to the Network Operations Security Liability Insuring Agreement afforded by this endorsement, Section 6 - Exclusions is amended as follows:  Exclusion M (Infrastructure, Utility Services Interruptions) is deleted in its entirety and the following is inserted:  M. alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, Internet, cable, satellite, telecommunications or other infrastructure; provided however, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, Internet, cable or telecommunications infrastructure under the Insured's operational control which are a result of the Insured's Wrongful Act or a Denial of Service Attack.</p>
<p><b>SECTION - EXCLUSIONS</b>  - Insured vs. Insured Exclusion - The Insurer shall not be liable to make any</p>		<p>Exclusions:  Insured vs. Insured</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account</p>	

<p>payment for Loss in connection with any Claim by or at the behest of the Company, any affiliate of the Company or any Insured Person. However, this Exclusion shall not apply to any Claim by an Insured Person brought solely as a customer of the Company.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>			<p>of, and the insurance afforded by this policy shall not apply to, any Claim:</p> <ul style="list-style-type: none"> <li>- brought or maintained by, on behalf of, or in the right of any Insured, or any person or entity for whom or which an Insured is legally responsible;</li> </ul>	
<p><b>SECTION - EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>- Patent Infringement Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim involving any actual or alleged infringement of any patent, patent pending or application for patent.</li> <li>- Trade Secrets Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving actual or alleged misappropriation of trade secrets or proprietary information.</li> </ul> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>		<p>Exclusions: Intellectual Property</p>	<p><b>SECTION - EXCLUSIONS</b></p> <p>The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of, or attributable to: <ul style="list-style-type: none"> <li>1. the validity, invalidity, infringement, violation or misappropriation of any patent, copyright, domain name, trademark, trade name, trade dress, Trade Secret, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party;</li> <li>2. any actual or alleged breach of any confidentiality agreement;</li> </ul> </li> </ul>	<p>ACE Multiple Insuring Agreement Election Endorsement (Standard) PF-21962 (01/08)</p> <p>In consideration of an additional premium of \$included it is agreed that the Policy is amended as follows: Solely with respect to the Electronic Media Activities Liability Insuring Agreement afforded by this endorsement, Section 6 - Exclusions is amended as follows:</p> <ul style="list-style-type: none"> <li>- Exclusion B (Intellectual Property) is deleted in its entirety and replaced with the following: <ul style="list-style-type: none"> <li>B. alleging, based upon, arising out of, or attributable to the validity, invalidity, infringement, violation or misappropriation of any patent or Trade Secret; or plagiarism, piracy or misappropriation of ideas of any third party;</li> </ul> </li> </ul> <p>ACE Intellectual Property Violations Sub-Limit of Liability Insuring Agreements A and B PF-22461 (02/08)</p> <p>In consideration of an additional premium of \$0.00, it is agreed that the Multiple Insuring Agreement Election Endorsement attached to this policy is amended by adding the following at the end thereof:</p>

				<p>- Solely with respect to Insuring Agreement A, Technology and Internet Errors and Omissions Liability and Insuring Agreement B, Electronic Media Activities Liability (specified in the Multiple Insuring Agreement Election Endorsement), Section 6 - Exclusions of the Policy, and paragraph d.2 of the Multiple Insuring Agreement Election Endorsement (Enhanced) (only in the event the Enhanced version is attached to this policy), are amended by deleting Exclusion B in its entirety and replacing it with the following:</p> <ol style="list-style-type: none"> <li>1. the validity, invalidity, infringement, violation or misappropriation of any patent;</li> <li>2. any actual or alleged breach of any confidentiality agreement;</li> </ol>
<p><b>SECTION - EXCLUSIONS</b>  - Company Fraud/Dishonesty Exclusion -  The Insurer shall not be liable to make any payment for Loss, other than Defense Costs, in connection with any Claim:  (1) against the Company arising out of or in any way involving a fraudulent, dishonest or criminal act or willful violation of any civil or criminal statute, regulation or law by any past, present or future chief financial officer, in-house counsel, chief executive officer, President or Chairman of the Board of the Company or any person holding any equivalent position within the Company, regardless of title; or  (2) against an Insured Person arising out of or in any way involving a fraudulent, dishonest or criminal act or willful violation of any civil or criminal statute, regulation or law by the Insured Person. However, this Exclusion shall apply only</p>		<p>Exclusions:  Intentional Acts</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to fraud or dishonesty, or criminal or malicious Wrongful Acts; provided, however, this exclusion shall not apply to Defense Costs or the Insurer's duty to defend any such Claim until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of nolo contendere or no contest by the Insured, at which time the Insured shall reimburse the Insurer for any Defense Costs paid by the Insurer;</p>	

<p>if a judgment or other final adjudication establishes such a fraudulent, dishonest, or criminal act or willful violation of any statute, regulation or law.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>				
<p><b>SECTION - EXCLUSIONS</b></p> <p>- Illegal Profit Exclusion - The Insurer shall not be liable to make any payment for Loss, other than Defense Costs, in connection with any Claim:</p> <p>(1) against the Company arising out of or in any way involving the Company or any past, present or future chief financial officer, in-house counsel, chief executive officer, President or Chairman of the Board of the Company or any person holding any equivalent position within the Company, regardless of title, having conflicts of interest, engaging in self dealing, acting in bad faith, or gaining any profit, remuneration, or financial advantage to which they were not legally entitled; or</p> <p>(2) against an Insured Person arising out of or in any way involving that Insured Person having conflicts of interest, engaging in self dealing, acting in bad faith, or gaining any profit, remuneration, or financial advantage to which they were not legally entitled.</p> <p>However, this Exclusion shall apply only if a judgment or other final adjudication establishes that the person or the Company was not legally entitled to such profit, remuneration or financial advantage.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other</p>		<p>Exclusions: Licensing, Royalty Payments, Profit</p>	<p><b>SECTION - EXCLUSIONS</b></p> <p>The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:</p> <p>- alleging, based upon, arising out of, or attributable to the failure of any real or personal property or investment to achieve a desired rate of return;</p>	

Insured Person for the purpose of applying the Exclusions set forth in this Section.				
Specific provision not identified.		Exclusions: Maintenance of Insurance	Specific provision not identified.	
Specific provision not identified.		Exclusions: Non-Monetary Relief	Specific provision not identified.	
SECTION - EXCLUSIONS - Pollution Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving: (1) the actual, alleged or threatened discharge, disposal, migration, dispersal, release or escape of pollutants; or (2) any direction, order or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize pollutants, or to pay for or contribute to the costs of undertaking such actions, including Claims alleging damage to the Company or its shareholders. Pollutants include but are not limited to any solid, liquid, gaseous or thermal organism, irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, nuclear materials and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.		Exclusions: Nuclear, Radioactive Material, Electromagnetic Fields	Specific provision not identified.	
SECTION - EXCLUSIONS - Bodily Injury/Personal Injury/Property Damage Exclusion - The Insurer shall not be liable to make any payment for		Exclusions: Personal Injury	SECTION - EXCLUSIONS The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this	

<p>Loss in connection with any Claim for actual or alleged sickness, disease, or death of any person, false arrest, false imprisonment, malicious prosecution, assault, battery, damage to property other than Electronic Data, or loss of consortium or for any Claim for actual or alleged wrongful entry, eviction or trespass unless such Claim relates directly to access to a website of the Company and the website is listed in Item 1(b) of the Declarations.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>			<p>policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;</p>	
<p><b>SECTION - EXCLUSIONS</b>  - Pollution Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving:  (1) the actual, alleged or threatened discharge, disposal, migration, dispersal, release or escape of pollutants; or  (2) any direction, order or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize pollutants, or to pay for or contribute to the costs of undertaking such actions, including Claims alleging damage to the Company or its shareholders.</p> <p>Pollutants include but are not limited to any solid, liquid, gaseous or thermal organism, irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, nuclear materials and waste. Waste includes materials to be recycled, reconditioned or reclaimed.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured</p>		<p>Exclusions:  Pollutants,  Pollution-Related</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to pollution, however caused. Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance if such substance has or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water. We shall have no duty to defend any Suit arising out of or in any way related to pollution;  - alleging, based upon, arising out of, or attributable to asbestos or asbestos-containing materials;</p>	

<p>Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>				
<p><b>SECTION - EXCLUSIONS</b>  - Prior Notice Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving any Wrongful Internet/Electronic Banking Act or Interrelated Wrongful Internet/Electronic Banking Acts, or any fact, circumstance or situation, which has been the subject of any notice given prior to the effective date of this Policy under any similar insurance policy providing protection for the Company or Insured Persons.  - Prior, Pending and Potential Litigation Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving any litigation against the Company or Insured Persons initiated or threatened prior to the date set forth in Item 7 of the Declarations, or arising out of or in any way involving the same or substantially the same fact, circumstance or situation underlying or alleged in such prior or threatened litigation.  Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Business Interruption Endorsement (04/01)  <b>SECTION IV - EXCLUSIONS</b>  For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U and V are added below:  V. Prior Dishonesty Exclusion - The Insurer shall not be liable to make any payment for Loss based upon, attributable to or arising out of any intentional, willful, deliberate, malicious, fraudulent, dishonest or criminal act by any directors, officers, employees, consultants or independent contractors of the Company if such act occurs after any of the Company's officers or directors not in collusion with such person learn of any other fraudulent, dishonest or criminal act by such person, regardless of whether the fraudulent, dishonest or criminal act would be covered under this Policy.   ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)  <b>SECTION IV - EXCLUSIONS</b>  For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U through W are added below:  W. Prior Dishonesty Exclusion - The Insurer shall not be liable to make any payment for Loss based upon,</p>	<p>Exclusions: Prior Acts</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to:  1. any prior or pending litigation, Claims, demands, arbitration, administrative or regulatory proceeding or investigation filed or commenced on or before the inception date of this policy or any other policy of which this is a renewal, replacement or succeeds in time, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or  2. any other Wrongful Act whenever occurring which, together with a Wrongful Act underlying or alleged therein would constitute Interrelated Wrongful Acts;  - alleging, based upon, arising out of, or attributable to:  1. any Wrongful Act, fact, circumstance or situation which has been the subject of any written notice given under any other policy before the effective date of this policy; or  2. any other Wrongful Act whenever occurring which, together with a Wrongful Act which has been the subject of such notice, would constitute Interrelated Wrongful Acts;  - alleging, based upon, arising out of or attributable to a Wrongful Act actually or allegedly committed prior to the beginning of the Policy Period if, on or before the earlier of the effective date of</p>	

	<p>attributable to or arising out of any intentional, willful, deliberate, malicious, fraudulent, dishonest or criminal act by any directors, officers, employees, consultants or independent contractors of the Company if such act occurs after any of the Company's officers or directors not in collusion with such person learn of any other fraudulent, dishonest or criminal act by such person, regardless of whether the fraudulent, dishonest or criminal act would be covered under this Policy.</p>		<p>this policy or the effective date of any policy issued by the Insurer of which this policy is a continuous renewal or a replacement, the Insured knew or reasonably could have foreseen that the Wrongful Act did or could lead to a Claim;</p>	
<p>Specific provision not identified.</p>		<p>Exclusions: Products (Design, Delivery)</p>	<p>SECTION - EXCLUSIONS The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim: - alleging, based upon, arising out of, or attributable to wear, tear or gradual deterioration of any product or component part sold by an Insured or on an Insured's behalf;</p>	
<p>Specific provision not identified.</p>		<p>Exclusions: Punitive Damages; Multiplied Damages; Fines or Penalties</p>	<p>Specific provision not identified.</p>	
<p>Specific provision not identified.</p>		<p>Exclusions: Quality or Performance of Goods, Products or Work</p>	<p>Specific provision not identified.</p>	<p>ACE Management Consultants Endorsement PF-22463 (06/07) It is agreed that the Policy is amended as follows: Section 6 - EXCLUSIONS is amended by adding the following exclusions: - alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return or interest; - alleging, based upon, arising out of, or attributable to any Insured making warranties or guarantees as to the future</p>

				<p>value of investments;  - alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;</p> <p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)</p> <p>It is agreed that Section 1 - Definitions is amended as follows:  It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:  - alleging, based upon, arising out of or attributable to any express warranties or guarantees;</p>
<p>Specific provision not identified.</p>		<p>Exclusions:  Recall, Ceasing Support</p>	<p>SECTION - EXCLUSIONS  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to any costs or expenses incurred by any Insured or others to recall, repair, replace, upgrade, supplement or remove the Insured's products, including products which incorporate the Insured's products or services, from the marketplace;</p>	<p>ACE Bodily Injury and Property Damage Exclusion Amended PF-21987 (06/07)  In consideration of the premium charged, your policy is amended as follows:  Section 6 - Exclusions, is amended to include the following:  - for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:  (i) any of the Insured's products, or in any products which incorporate the Insured's products or services; or  (ii) products or component parts associated with an Insured's Technology Services or Technology Products, if such product or component part is recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.</p>

Specific provision not identified.		Exclusions: Regulatory, Licensing Organization Claims	Specific provision not identified.	ACE Telecommunications Endorsement PF-21960 (04/07) In consideration of the additional premium of \$ .00, it is agreed that: Section 6 - Exclusions is amended by adding the following exclusions: - brought or maintained by, on behalf of, or in the right of any federal, state or local government agency, any licensing organization, or any self-regulating organization, provided, however this exclusion shall not apply to Claims alleging, based upon, or arising out of or attributable to professional services rendered to such government agency, licensing organization, or any self-regulating organization. - alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights organizations in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.
Specific provision not identified.		Exclusions: Risk Control Practices, Software Performance	Specific provision not identified.	ACE Management Consultants Endorsement PF-22463 (06/07) It is agreed that the Policy is amended as follows: Section 6 - EXCLUSIONS is amended by adding the following exclusions: - alleging, based upon, arising out of, or attributable to a failure of Network Operations Security, Unauthorized Access to or Unauthorized Use of the Insured's Computer System, a Denial of Service Attack against any Computer System, any Breach of Privacy, or any use of or tampering with data on the

				<p>Insured's Websites;  - alleging, based upon, arising out of, or attributable to any policies, procedures, methods, equipment, hardware, firmware, or software for creating, maintaining or managing any secure means for transmitting, receiving or exchanging electronic information using or involving digital certificates, digital signatures, certification authorities, public or private keys or encryption technologies, or any other similar type of technology, however denominated;</p>
<p><b>SECTION - EXCLUSIONS</b>  - Securities Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving:  (1) the purchase or sale of securities of the Company;  (2) any actual or alleged violation of any state or federal securities laws or regulations by the Company or any past, present or future chief financial officer, in-house counsel, chief executive officer, President or Chairman of the Board of the Company or any person holding any equivalent position within the Company, regardless of title; or  (3) any actual or alleged violation of any state or federal securities laws or regulations by an Insured Person.  Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>		<p>Exclusions:  Securities-Related</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to an Insured's advice concerning and/or relating to, and/or selection of, an investment manager, investment advisor and/or custodial firm;  - alleging, based upon, arising out of, or attributable to the failure of any real or personal property or investment to achieve a desired rate of return;</p>	
<p><b>SECTION - EXCLUSIONS</b>  - Company Fraud/Dishonesty Exclusion - The Insurer shall not be liable to make any payment for Loss, other than</p>		<p>Exclusions:  Statutes,  Regulations (Other)</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this</p>	<p>ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)</p>

<p>Defense Costs, in connection with any Claim:</p> <p>(1) against the Company arising out of or in any way involving a fraudulent, dishonest or criminal act or willful violation of any civil or criminal statute, regulation or law by any past, present or future chief financial officer, in-house counsel, chief executive officer, President or Chairman of the Board of the Company or any person holding any equivalent position within the Company, regardless of title; or</p> <p>(2) against an Insured Person arising out of or in any way involving a fraudulent, dishonest or criminal act or willful violation of any civil or criminal statute, regulation or law by the Insured Person. However, this Exclusion shall apply only if a judgment or other final adjudication establishes such a fraudulent, dishonest, or criminal act or willful violation of any statute, regulation or law.</p> <p>- ERISA Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving any pension, profit sharing or employee benefit program established in whole or in part for the benefit of any of the employees of the Company, including without limitation any violation of the Employee Retirement Income Security Act of 1974, as amended (ERISA) or similar provisions of any federal, state or local statutory law, common law or administrative law.</p> <p>- RICO Exclusion - The Insurer shall not be liable to make any payment for Loss, other than Defense Costs, in connection with any Claim arising out of or in any way involving the alleged violation of the Racketeer Influenced Corrupt Organization Act (RICO) or any amendments thereto or replacement</p>			<p>policy shall not apply to, any Claim:</p> <p>- alleging, based upon, arising out of, or attributable to any violation of the Securities Act of 1933 as amended; the Securities Exchange Act of 1934 as amended; the Investment Company Act of 1940; the Investment Advisors Act; the Employee Retirement Income Security Act of 1974 as amended; any State Blue Sky Securities Law, or any similar federal, state or foreign law, or any regulation or order issued pursuant thereto;</p>	<p>It is agreed that Section 1 - Definitions is amended as follows:</p> <p>It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:</p> <p>- alleging, based upon, arising out of or attributable to any obligation pursuant to any worker's compensation, unemployment compensation, unemployment insurance, disability benefits, retirement benefits, or social security benefits law, or any similar law;</p>
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<p>thereof or similar provisions of any state or local statute; however, this Exclusion shall apply only if a judgment or other final adjudication establishes such violation.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>				
<p><b>SECTION - EXCLUSIONS</b>  - Subsidiary Past Acts Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim against any Subsidiary or Insured Person for any Wrongful Internet/Electronic Banking Act or Interrelated Wrongful Internet/Electronic Banking Acts which occurred at any time in which the entity was not a Subsidiary. Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>		<p>Exclusions:  Subsidiary Acts</p>	<p>Specific provision not identified.</p>	
<p>Specific provision not identified.</p>		<p>Exclusions: Trade Practices, Anti-Trust</p>	<p><b>SECTION - EXCLUSIONS</b>  The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:  - alleging, based upon, arising out of, or attributable to:  1. the violation of any antitrust statute or law;  2. restraint of trade;  3. unfair or deceptive business practices; or  4. unfair competition;</p>	<p>ACE Telecommunications Endorsement PF-21960 (04/07)  In consideration of the additional premium of \$ .00, it is agreed that: Section 6 - Exclusions is amended by adding the following exclusions:  - alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights organizations in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.</p>

Specific provision not identified.		Exclusions: Unsolicited Communications	SECTION - EXCLUSIONS The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim: - alleging, based upon, arising out of, or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications to multiple actual or prospective customers of the Insured, any Subsidiary, or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal, state or foreign anti-spam statutes, and/or any other federal, state or foreign statute, law or regulation relating to a person's or entity's right of seclusion;	
Specific provision not identified.		Exclusions: War, Labor Action	Specific provision not identified.	ACE Bodily Injury and Property Damage Exclusion Amended PF-21987 (06/07) In consideration of the premium charged, your policy is amended as follows: Section 6 - Exclusions, is amended to include the following: - alleging, based upon, arising out of, or attributable to Bodily Injury or Property Damage arising out of: * War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
Specific provision not identified.		Exclusions: Wrong Description of Price	Specific provision not identified.	ACE Management Consultants Endorsement PF-22463 (06/07) It is agreed that the Policy is amended as follows: Section 6 - EXCLUSIONS is amended by adding the following exclusions: - alleging, based upon, arising out of, or attributable to the actual or alleged inaccurate, inadequate, or incomplete

				description of the price of goods, products or services; or as a result of the Insured's cost guarantees, cost representations, contract price, pricing guarantees or estimates of probable costs or cost estimates being exceeded;
<p><b>SECTION - EXCLUSIONS</b></p> <p>- Antistacking Exclusion - Notwithstanding the provisions of any other policy of insurance issued to the Company by the Insurer, or the provisions of this Policy, with respect to any Claim or elements of a Claim which would be covered under both policies, the Limit of Liability of the Insurer for all Loss incurred from all such Claims, including Defense Costs, shall not exceed the maximum Aggregate Limit of Liability set forth in Item 3 (a) of the Declarations.</p> <p>- Bonding Company Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim which is directly or indirectly for the benefit of any insurance carrier or bond carrier of the Company, any affiliate of the Company, or any Insured Person regardless in whose name such Claim is actually made.</p> <p>Any Wrongful Internet/Electronic Banking Act committed by any Insured Person will not be imputed to any other Insured Person for the purpose of applying the Exclusions set forth in this Section.</p>	<p>ABA Insurance Internet/Electronic Banking Liability Insurance Cyber/Network Extortion Endorsement (04/01)</p> <p><b>SECTION IV - EXCLUSIONS</b></p> <p>For purposes of the coverage afforded by this Endorsement only, the Exclusions set forth in Section IV (Exclusions) of the Policy shall apply. In addition, Exclusions U through W are added below:</p> <p>U. Consequential/Incidental/Potential Loss Exclusion. The Insurer shall not be liable to make any payment for Loss other than the actual amount of money or value of other Property surrendered as a result of a threat covered under this Endorsement. The Insurer shall not be liable for incidental or consequential loss of any kind or for loss of potential income, including interest.</p>	<p>Exclusions: OTHER</p>	<p><b>SECTION - EXCLUSIONS</b></p> <p>The Insurer shall not be liable for Damages or Defense Costs on account of, and the insurance afforded by this policy shall not apply to, any Claim:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of, or attributable to the insolvency or bankruptcy of any Insured;</li> <li>- alleging, based upon, arising out of, or attributable to wear, tear or gradual deterioration of any product or component part sold by an Insured or on an Insured's behalf;</li> <li>- alleging, based upon, arising out of, or attributable to an Insured's advice concerning and/or relating to, and/or selection of, an investment manager, investment advisor and/or custodial firm;</li> <li>- alleging, based upon, arising out of, or attributable to the failure of any real or personal property or investment to achieve a desired rate of return;</li> <li>- alleging, based upon, arising out of, or attributable to the failure of any property to achieve or maintain an estimated, projected or warranted value;</li> <li>- brought by any person or entity alleging, based upon, arising out of, or attributable to any Wrongful Act in the event such Wrongful Act does not involve the provision of Computer &amp; Technology Products and Services to such person or entity.</li> </ul>	<p>ACE Telecommunications Endorsement PF-21960 (04/07)</p> <p>In consideration of the additional premium of \$ .00, it is agreed that: Section 6 - Exclusions is amended by adding the following exclusions:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of or attributable to credits, rebates, or refunds issued or paid by any Insured.</li> <li>- alleging, based upon, arising out of or attributable to the provision of 911 or other emergency call center services.</li> <li>- alleging, based upon, arising out of or attributable to any Insured's voluntary waiver of a limitation of liability under a tariff.</li> </ul> <p>ACE Management Consultants Endorsement PF-22463 (06/07)</p> <p>It is agreed that the Policy is amended as follows:</p> <p>Section 6 - EXCLUSIONS is amended by adding the following exclusions:</p> <ul style="list-style-type: none"> <li>- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return or interest;</li> <li>- alleging, based upon, arising out of, or attributable to any Insured making warranties or guarantees as to the future value of investments;</li> <li>- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;</li> <li>- alleging, based upon, arising out of, or</li> </ul>

attributable to the failure of investments to perform as expected or desired;  
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;  
- alleging, based upon, arising out of, or attributable to the failure to secure financing;  
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;

ACE Bodily Injury and Property Damage Exclusion Amended PF-21987 (06/07)

In consideration of the premium charged, your policy is amended as follows:  
Section 6 - Exclusions, is amended to include the following:

- alleging, based upon, arising out of, or attributable to Bodily Injury or Property Damage arising out of:

\* The ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by, or rented or loaned to, any Insured. Use includes operation and loading or unloading.

ACE Definition of Technology Services Amended Information Technology Staffing and Placement PF-22432 (05/07)

It is agreed that Section 1 - Definitions is amended as follows:

It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:

- alleging, based upon, arising out of or

				attributable to the loss of monies, securities or any negotiable instruments transported or conveyed by any employee in his/her duties to a client; - alleging, based upon, arising out of or attributable to any leased, supplied, staffed or placed employee's performance or failure to perform services by or on behalf of or at the direction of any client of an Insured;
New comparison template. Topic not available.		Exclusions:-List	New comparison template. Topic not available.	
None		Other Form Provisions	None	