



MISCELLAENOUS ERRORS & OMISSIONS MEDIATECH LIABILITY INSURANCE
 Effected with certain Subscribing Companies (hereinafter called the "Insurers")
 through Creechurch International Underwriters Ltd.
CREECHURCH INTERNATIONAL UNDERWRITERS LTD.
 55 University Avenue, Suite 550, Toronto, ON M5J 2H7

THIS IS A CLAIMS MADE POLICY, PLEASE READ IT CAREFULLY.

POLICY DECLARATIONS

POLICY NUMBER: 16302171

| | | |
|-------|--|---|
| 1. | Named Insured: Address: | AG Globe Services Inc 2 St Clair Ave W, 18th Floor Toronto ON CANADA M4V 1L5 |
| 2. | Policy Period: | Effective Date: 08 Aug 2016 Expiry Date: 08 Aug 2017 (both days at 12:01 am Standard Time at the Address of the Insured) |
| 3. a) | Limit of Liability: | \$ 2,000,000 Each Claim Insuring Agreement I.A., Professional Services Liability |
| 3. b) | Policy Aggregate Limit of Liability: | \$ 2,000,000 |
| 3. c) | Sub-Limits: (part of and not in addition to the Limit of Liability) | Not Covered Insuring Agreement I.B., Information Security & Privacy Liability Not Covered Insuring Agreement I.C., Privacy Notification Costs Not Covered Insuring Agreement I.D., Regulatory Defence and Penalties Not Covered Insuring Agreement I.E., Personal Injury Liability If "Not Covered" is shown opposite Insuring Agreements I.B., I.C., I.D., I.E. above, there shall be no coverage under such insuring clause under this policy and any reference thereto is deemed to be deleted from this policy |
| 4. | Deductible: | Insuring Agreement I. A. \$ 5,000 Each Claim / Insuring Agreements I. B. to I. E (if applicable) \$1,000 |
| 5. | Premium: | \$ 3,000 Minimum Retained Premium: \$ 600 Policy Fee: \$ 50 |
| 6. | Retroactive Date: | 08 Aug 2016 |
| 7. | Professional Services: | Employee Recruitment |
| 8. | Optional Extension Period: | 1 Year at 100% of the annual premium |
| 9. | Notice of Claim: | Email: claims@creechurch.com Mail: Creechurch International Underwriters Ltd. 55 University Avenue, Suite 550, Toronto, Ontario M5J 2H7 T: (416) 601-2155 F. (416) 601-2166 |
| 10. | Cancellation/Notices: | Creechurch International Underwriters Ltd. 55 University Avenue, Suite 550, Toronto, Ontario M5J 2H7 T: (416) 601-2155 F. (416) 601-2166 |
| 11. | Insurer: Broker: | As per attached list of subscribing companies ASGP Insurance Inc. |
| 12. | The insurance contract consists of this Declaration page as well as wording CIUMEOM102714 and endorsements 1 through 6 | |

SUBSCRIPTION POLICY

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or the INSURERS whose names are substituted therefore or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto).

THE INSURERS SEVERALLY AND NOT JOINTLY AGREE, each of the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each Insurer individually for such loss limited to that proportion of the loss payable according to the terms and conditions of this policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefore by endorsement, bears the total of the sums insured or the amounts corresponding to the percentages of the sums insured respectively set out against the Coverage concerned on the Declarations page(s),

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This company", "we", "us", or "our" reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreement or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF the Insurers through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

Per:

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the office designated above

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

Attached to and forming part of policy No. 16302171

LIST OF SUBSCRIBING COMPANIES

| Insurers | Agreement No. | Percentages |
|---|-----------------------|--------------------|
| Lloyds' Underwriters | B0702BB301340K | 94.25% |
| Liberty International Underwriters on behalf of Liberty Mutual Insurance Company | 327-1-16-07-00 | 5.75% |

IDENTIFICATION OF INSURERS/ACTION AGAINST INSURERS

For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of Lloyd's Underwriters' and Liberty Mutual Insurance Company's Insurance businesses in Canada.

Applicable to Lloyd's Underwriters

Where LLOYD'S UNDERWRITERS are subscribing to the Policy, the following applies to them:

This insurance has been entered in accordance with the authorization granted to the Coverholder by Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montréal, Québec, H3B 2V6.

Any notice to the Underwriters may be validly given to the Coverholder, Creechurch International Underwriters Ltd., 55 University Avenue, Suite 550, Toronto, Ontario, M5J 2H7.

Applicable to Liberty Mutual Insurance Company

A portion of this insurance has been effected in accordance with the authorization granted to the undersigned by Liberty Mutual Insurance Company under contract 327-1-16-07-00.

In any action to enforce the obligations of the Underwriters liable hereunder service of proceedings may be made upon the Specialty Casualty Claims Department, Liberty International Underwriters, Canada, 181 Bay Street E., Suite 1000, BCE Place, Toronto, Ontario, M5J 2T3.

MISCELLANEOUS ERRORS & OMISSIONS MEDIATECH LIABILITY INSURANCE POLICY

NOTICE: COVERAGE UNDER THIS POLICY IS PROVIDED ON A CLAIMS MADE BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE, WITH THE EXCEPTION OF CLAIMS ARISING UNDER INSURING CLAUSE I (PROFESSIONAL SERVICES LIABILITY) THAT ARE BROUGHT WITHIN CANADA AND SUBJECT TO CANADIAN LAW.

Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

The Insurer agrees with the **Named Insured**, set forth in Item 1. of the Declarations made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the **Application** to this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to all the provisions, terms and conditions of this Policy:

I. INSURING AGREEMENTS

A. Professional Services Liability

To pay on behalf of any **Insured**:

Damages and Claims Expenses, in excess of the Deductible set forth in Item 4. of the Declarations, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable), arising out of any negligent act, error or omission, or any unintentional breach of contract, in rendering or failure to render **Professional Services** on or after the **Retroactive Date** set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person for whose negligent act, error or omission or unintentional breach of contract the **Insured Organization** is legally responsible.

B. Information Security & Privacy Liability

To pay on behalf of the **Insured**:

Damages and Claims Expenses, in excess of the Deductible set forth in Item 4. of the Declarations, which the **Insured** shall become legally obligated to pay because of any **Claim**, including a **Claim** for violation of a **Privacy Law**, first made against any **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable), for:

1. theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** or **Third Party Corporate Information** that is in the care, custody or control of the **Insured Organization**, or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** or **Third Party Corporate Information** the **Insured Organization** is legally responsible, provided such theft, loss or **Unauthorized Disclosure** first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. one or more of the following acts or incidents that directly result from a failure of **Computer Security** to prevent a **Security Breach**, provided that such act or incident first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;

- (a) the alteration, corruption, destruction, deletion, or damage to a **Data Asset** stored on **Computer Systems**;
 - (b) the failure to prevent transmission of **Malicious Code** from **Computer Systems** to **Third Party Computer Systems**; or
 - (c) the participation by the **Insured Organization's Computer System** in a **Denial of Service Attack** directed against a **Third Party Computer System**;
3. the **Insured Organization's** failure to timely disclose an incident described in B.1 or B.2. above in violation of any **Breach Notice Law**; provided such incident giving rise to the **Insured Organization's** obligation under a **Breach Notice Law** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
- (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
 - (b) requires the **Insured Organization** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person;
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;
 - (d) prevents or prohibits improper or intrusive collection of **Personally Identifiable Non-Public Information** from a person;
 - (e) requires notice to a person of the **Insured Organization's** collection or use of, or the nature of the collection or use of his or her **Personally Identifiable Non-Public Information**; or
 - (f) provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **Insured Organization's** collection or use his or her **Personally Identifiable Non-Public Information**;

provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and the **Insured Organization** must, at the time of such acts, errors or omissions, have in force a **Privacy Policy** that directly addresses those subsections above that are relevant to such **Claim**.

C. **Privacy Notification Costs**

To pay the **Named Insured** for:

Privacy Notification Costs, in excess of the Deductible set forth in Item 4. of the Declarations and incurred by the **Insured Organization** with the Insurer's prior written consent, because of an incident (or reasonably suspected incident) described in Insuring Agreement B.1. or B.2. that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is discovered by the **Insured** during the **Policy Period**.

D. **Regulatory Defence and Penalties**

To pay on behalf of the **Insured**:

Claims Expenses and **Penalties** in excess of the Deductible set forth in Item 4. of the Declarations, which the **Insured** shall become legally obligated to pay because of any **Claim** in the form of a **Regulatory Proceeding**, first made against any **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable), resulting from a violation of a **Privacy Law** and caused by an incident described in Insuring Agreement B.1., B.2. or B.3 that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**.

E. **Personal Injury Liability**

To pay on behalf of the **Insured**:

Damages and **Claims Expenses**, in excess of the Deductible set forth in Item 4. of the Declarations, which the **Insured** shall become legally obligated to pay because of liability resulting from any **Claim** first made against any **Insured** during the **Policy Period** or **Optional Extension Period** (if applicable), for one or more of the following acts first committed on or after the **Retroactive Date** set forth in Item 6. of the Declarations and before the end of the **Policy Period** in the course of the **Insured Organization's** performance of **Professional Services**:

1. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or of publicity;
3. misappropriation of any name or likeness for commercial advantage;
4. false arrest, detention or imprisonment;
5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or wrongful eviction;
6. plagiarism, piracy or misappropriation of ideas under implied contract;
7. infringement of copyright;
8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
9. misappropriation of trade secret; or
10. unfair competition, but only if alleged in conjunction with any of the acts listed in paragraphs 7. or 8. above.

provided, Insuring Agreements A., B., C., D., and E. of this Insurance shall not apply to any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, **Manager**, principal or partner of the **Insured Organization**

II. **SUPPLEMENTARY PAYMENTS**

1. Regulatory and Administrative Actions Reimbursement

The Insurer will reimburse the **Insured**, upon written request, for legal fees and expenses up to CAD 25,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Insurer, in responding to a regulatory or administrative legal action brought directly against the **Insured** during the **Policy Period** by a government agency under the Canadian Human Rights Act, the Ontario Human Rights Code, the Ontario Occupational Health and Safety Act, the United States Americans with Disabilities Act of

1990, the United States Fair Housing Act of 1968, the United States Occupational Safety and Health Act, or under any similar federal, provincial or state law or regulation, provided that the regulatory or administrative legal action, arises out of the rendering or failing to render **Professional Services**.

2. Disciplinary Proceedings Reimbursement

The Insurer will reimburse the **Insured**, upon written request, for legal fees and expenses up to CAD 15,000 in the aggregate for the **Policy Period**, incurred by the **Insured** prior written consent by the Insurer in responding to a disciplinary proceeding brought directly against the **Insured** during the **Policy Period**, provided such disciplinary proceeding arises out of the rendering or failing to render **Professional Services**.

3. Pre-Claim Costs Reimbursement

The Insurer, at its sole discretion, may investigate, a specific negligent act, error, or omission or any unintentional breach of contract, in the rendering of failure to render **Professional Services**, reported by the **Insured** in accordance with the Notice provisions of this Policy. Once the Insurer has incurred CAD 10,000 of expenses on the investigation of such specific negligent act, error or omission or unintentional breach of contract, the **Insured** shall deem that a **Claim** arising from such specific negligent act, error or omission or unintentional breach of contract has been made. Until such time that a **Claim** arising from such specific negligent act, error or omission or unintentional breach of contract has or is deemed to have been made pursuant to the provisions of this Pre-Claim Costs Reimbursement section, any expenses incurred by the Insurer for such investigation shall be at the Insurer's expense.

4. Expense Reimbursement

In the event the Insurer requests the Insured to attend hearings, examinations for discovery, depositions and trials in respect of the defence of a **Claim**, After the first three (3) days' attendance required for each **Claim**, the Insurer shall reimburse the **Insured** for actual loss of earnings and reasonable expenses resulting from such requested attendance up to a maximum of CAD \$500 per day, upon submission of a request for reimbursement. The maximum payment by the Insurer pursuant to the provisions of this Expense Reimbursement section shall be CAD 20,000.

Legal fees and expenses covered under paragraphs 1, 2, 3 and 4 above are in addition to the Limits of Liability and are not subject to the Deductible set forth in Item 4. of the Declarations.

III. DEFENCE AND SETTLEMENT OF CLAIMS

A. The Insurer shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Policy:

1. any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
2. any **Claim** in the form of a civil suit against the **Insured** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Agreement E. if:
 - (a) the **Claim** is first made during the **Policy Period** or **Optional Extension Period** (if applicable); and
 - (b) the act or acts were committed on or after the **Retroactive Date** and before the end of the **Policy Period** in the course of the **Insured's** performance of **Professional Services**,
3. under Insuring Agreement D., any **Claim** in the form of a **Regulatory Proceeding**.

Defence counsel shall be mutually agreed upon between the **Named Insured** and the Insurer but, in the absence of such agreement, the Insurer's decision shall be final.

- B. With respect to any **Claim** against the **Insured** seeking **Damages** or **Penalties** which are payable under the terms of this Policy, the Insurer will pay **Claims Expenses** incurred with their prior written consent.
- C. In relation to **Claims** covered under Insuring Agreement I.A first brought against the **Insured** outside Canada and any **Claim** covered under Insuring Agreement I.B, C, D and E the Limit of Liability available to pay **Damages, Penalties, or Privacy Notification Costs** shall be reduced and may be completely exhausted by payment of **Claims Expenses. Damages, Penalties, Privacy Notification Costs** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4. of the Declarations.
- D. In relation to **Claims** covered under Insuring Agreement I.A which are brought against the **Insured** within Canada and subject to Canadian law and jurisdiction, **Claims Expenses** shall be provided in addition to the Limits of Liability. **Damages, Penalties** and **Privacy Notification Costs** shall be applied against the Deductible set forth in Item 4. of the Declarations.
- E. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Insurer and acceptable to the claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages, Penalties** and **Claims Expenses** shall not exceed:
1. the amount for which the **Claim** could have been settled, less the remaining Deductible set forth in Item 4. of the Declarations, plus the **Claims Expenses** incurred up to the time of such refusal; plus
 2. fifty percent (50%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus seventy percent (70%) of any **Damages** above the amount for which the **Claim** could have been settled. The remaining thirty percent (30%) of such **Claims Expenses** and **Damages** must be borne by the **Insured** at their own risk and uninsured;
- or the applicable Limit of Liability, whichever is less, and the Insurer shall have the right to withdraw from the further defence thereof by tendering control of said defence to the **Insured**. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** (or **Penalties** for **Claims** covered under Insuring Agreement D.) shall not be considered in determining the amount for which a **Claim** could have been settled.
- F. The Insurer agrees that the **Insured** may settle any **Claim** where the **Damages** and **Claims Expenses** do not exceed fifty percent (50%) of the Deductible set forth in Item 4. of the Declarations, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all the **Insureds** from all claimants.

IV. THE INSURED AND THE INSURED ORGANIZATION

As used throughout this Policy, whether expressed in singular or plural, "**Insured**" shall mean:

- A. The **Named Insured** and any **Subsidiaries** of the **Named Insured** (together the "**Insured Organization**");
- B. A director, officer or **Manager** of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- C. An employee (including a part time, temporary, leased or seasonal employee) of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;

- D. A principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- E. Any person who previously qualified as an **Insured** under IV.B., IV.C. or IV.D. above prior to the termination of the required relationship with the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- F. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- G. The lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial, state, or local law , of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

V. TERRITORY

This Insurance applies to **Claims** made and acts, errors or omissions committed, or **Loss** occurring anywhere in the world.

VI. EXCLUSIONS

The coverage under this Insurance does not apply to any **Claim** or **Loss**:

- A. Arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional **Security Breach**, intentional violation of a **Privacy Policy**, or intentional or knowing violation of the law, if committed by any **Insured**, or by others if such **Insured** colluded or participated in any such conduct or activity; provided, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or written admission by the **Insured**, establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named Insured** shall reimburse the Insurer for all **Claims Expenses** incurred defending the **Claim** and the Insurer shall have no further liability for **Claims Expenses**; provided further, that whenever coverage under this Policy would be excluded, suspended or lost because of this exclusion relating to acts or violations by any **Insured**, and with respect to which any other **Insured** did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge thereof, then the Insurer agrees that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in the immediately preceding paragraph; however this exception to exclusion A. is inapplicable to any **Claim** arising from acts, errors or omissions known to any present or former member of the **Control Group**;
- B. For, arising out of or resulting from any act, error, omission, incident, failure of **Computer Security**, or **Security Breach** committed or occurring prior to the inception date of this Policy:
 - 1. if any principal, partner, corporate officer, director or **Manager**, the general counsel or any staff attorney, the chief security officer, chief information officer, chief privacy officer or the risk manager (or any person in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual, and any individual who previously held any of the above referenced positions) of the **Insured Organization** on or before the inception date knew or could have reasonably foreseen that such act, error, omission, or incident, failure of **Computer Security**, or **Security Breach** might be expected to be the basis of a **Claim** or **Loss**; or

2. in respect of which any **Insured** has given notice of a circumstance, which might lead to a **Claim or Loss**, to the insurer of any other policy in force prior to the inception date of this Policy;
- C. For, arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events where the first such act, error, omission, incident or event was committed or occurred prior to the **Retroactive Date** set forth in Item 6. of the Declarations;
- D. For or arising out of or resulting from **Bodily Injury or Property Damage**. However, this exclusion shall not apply to **Bodily Injury or Property Damage** arising out of a negligent act, error or omission by the **Insured** in rendering or failing to render **Professional Services**;
- E. For, arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion will not apply:
1. with respect to Insuring Agreement A., for breach of an agreement by the **Insured Organization** to perform **Professional Services**; provided, this exception shall not apply to liability assumed in any hold harmless or indemnity agreement, other than a hold harmless or indemnity agreement with respect to intellectual property rights or breaches of the confidentiality of information of any third party;
 2. with respect to Insuring Agreement B.1., to any obligation to maintain the confidentiality or security of **Personally Identifiable Non-Public Information** or of **Third Party Corporate Information**;
 3. with respect to Insuring Agreement E., for liability for misappropriation of ideas under an implied contract; or
 4. to the extent the **Insured** would have been liable in the absence of such contract or agreement;
- F. For or arising out of or resulting from:
1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards, or breach of any other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards;
 2. breach of guarantee or any promises of cost savings, profits, or return on investment; or
- G. For, arising out of or resulting from:
1. inaccurate, inadequate, or incomplete description of the price of goods, products or services;
 2. cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;
 3. the failure of goods, products, or services to conform with any represented quality or performance contained in **Advertising**; or
 4. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;

- H. Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
- I. For, arising out of or resulting from any costs or expenses incurred or to be incurred by the **Insured** or others for the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
1. work product resulting from or incorporating the results of **Professional Services**; or
 2. any products or other property on which **Professional Services** are performed;
- however, this exclusion shall not apply to third party **Claims** for the resulting loss of use of the work product resulting from such **Professional Services**;
- J. For, arising out of, resulting from:
1. any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Insured Organization's** operational control; or
 2. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event;
- K. For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition (except as provided in Insuring Agreement E.10), false or deceptive or misleading advertising or violation of the in Canada, the Competition Act as amended, in the United States, the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act as amended, or any other similar federal, provincial or state legislation or regulation, or any similar legislation or regulation of any other jurisdiction, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive or misleading advertising ;
- L. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices, or violation of consumer protection laws; however this exclusion does not apply to any **Claim** covered under Insuring Agreements B.1., B.2., B.3. or D. that results from a theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information** provided that no member of the **Control Group** participated or is alleged to have participated or colluded in such theft, loss or **Unauthorized Disclosure**;
- M. For, in connection with or resulting from a **Claim** brought by or on behalf of the Canadian Commissioner of Competition, the Canadian Radio-television and Telecommunications Commission, in the United States, the Federal Trade Commission, the Federal Communications Commission, or any other federal, provincial, state or local or foreign governmental entity, in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered **Claim** under Insuring Agreement I.D., or to paying Regulatory and Administrative Legal Action payments covered under Section II.1. ;
- N. For, arising out of or resulting from any actual or alleged:
1. infringement of patent or patent rights or misuse of patent, misappropriation of trade secret arising out of or related to any goods or products;
 2. under Insuring Agreement B., use or misappropriation of any ideas, trade secrets or **Third Party Corporate Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**; or
 3. under Insuring Agreement B.1., theft of or **Unauthorized Disclosure** of a **Data Asset**;
- O. For, arising out of or resulting from any of the following:

1. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Ontario Securities Act or in the United States of America, Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, the Sarbanes-Oxley Act of 2002, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws; or
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violation of any provision of, in Canada, the Pension Benefits Standards Act, the Ontario Pensions Benefit Act, in the United States of America, the Employee Retirement Income Security Act of 1974 (ERISA) or any similar federal law or legislation, or similar law or legislation of any, province, state or other jurisdiction, or any amendment to ERISA or any violation of any regulation, ruling or order issued pursuant to ERISA or such similar laws or legislation;

however, this exclusion does not apply to any otherwise covered **Claim** under Insuring Agreements B.1., B.2., or B.3., or to paying **Privacy Notification Costs** under Insuring Agreement C., that results from a theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information**, provided that no member of the **Control Group** participated or colluded in, or is alleged to have participated or colluded in such theft, loss or **Unauthorized Disclosure**;

- P. For, arising out of or resulting from a **Claim** by or on behalf of one or more **Insureds** under this Insurance against any other **Insured** or **Insureds** under this Insurance; provided, this exclusion shall not apply to (i) a **Claim** arising out of **Professional Services** provided by the **Insured** to an employee of the **Insured** in a professional/client relationship where a fee has been paid for such **Professional Service**; and (ii) an otherwise covered **Claim** under Insuring Agreements B.1., B.2., or B.3. made by a current or former employee of the **Insured Organization**;
- Q. For, arising out of or resulting from any **Claim** made by any business enterprise in which any **Insured** has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the **Named Insured**; or any **Insured's** activities as a trustee, partner, member, **Manager**, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Insured Organization**;
- R. Arising out of **Professional Services** performed for any entity which is operated, managed or controlled by an **Insured** or in which any **Insured** has an ownership interest in excess of fifteen percent (15%); or in which any **Insured** is an officer or director; or operates, controls or manages the **Named Insured**, or has an ownership interest of more than fifteen (15%) in the **Named Insured**
- S. For, arising out of or resulting from:
1. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person; provided, however, that this exclusion shall not apply to an otherwise covered **Claim** under Insuring Agreements B.1., B.2. or B.3. by a current or former employee of the **Insured Organization**, or **Privacy Notification Costs** involving current or former employees of the **Insured Organization**;
 2. Canadian Labour Code, Parts I and II; the Canadian Human Rights Act, Section 11, in the US, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970. Any similar law or legislation of

- any province, state or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
3. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- T. For, arising out of or resulting from any actual or alleged (a) unlawful distribution of email, any commercial electronic messages, direct mail, text messages or facsimiles, (b) unlawful telemarketing, or (c) eavesdropping, wiretapping or audio or video recording, if any of the above is done by or on behalf of the **Insured Organization**;
- U. For, arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director, officer or **Manager** in the discharge of their duty if the **Claim** is brought by the **Named Insured**, a **Subsidiary**, or any principals, directors, officers, **Managers**, stockholders, members or employees of the **Named Insured** or a **Subsidiary** in his or her capacity as such;
- V. Brought by or on behalf of:
1. any intellectual property licensing bodies or organizations, including but not limited to, The Society of Composers, Authors and Music Publishers of Canada (SOCAN), the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc.; or
2. under Insuring Agreement E., any independent contractor, then current joint venturer or then current venture partner and arising out of or resulting from disputes over ownership of rights in services or material provided by such independent contractor, then current joint venturer or then current venture partner;
- W. For, arising out of or resulting from any of the following: (1) trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of others in the care, custody or control of the **Insured Organization**; (2) the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or (3) the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;
- X. Under Insuring Agreement D., (a) costs to remediate or improve the **Insured Organization's Computer Systems**, (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Non-Public Information** from theft, loss or disclosure, even if it is in response to a regulatory proceeding or investigation; or
- Y. Arising out of or resulting from the insolvency or bankruptcy of any **Insured**;
- Z. Based upon or directly or indirectly arising out of or resulting from:
- 1) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, seepage, emission, release, dispersal, escape, treatment, removal or disposal of any noise, solid, semi-solid, liquid, gaseous or thermal irritant or contaminant, including asbestos, materials containing asbestos, smoke, vapour, soot, fumes, mists, acids, alkalis, chemicals, toxic substances, toxic wastes, biological and other etiological agents or materials, electromagnetic or ionising radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contaminant. Waste includes any materials to be disposed, recycled, reconditioned or reclaimed, or

- 2) regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralized any of the foregoing or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

VII. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. **Advertising** means material which promotes the product, service or business of the **Insured Organization** or others.
- B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted or specifically referenced by or on behalf of the **Insured** to the Insurer in connection with the underwriting of this Policy, or prior policies of which this Policy is a renewal thereof.
- C. **Bodily Injury** means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.
- D. **Breach Notice Law** means any statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or reasonably may have been accessed by an unauthorized person.
- E. **Claim** means:
 1. a written demand received by any **Insured** for money or services, including the service of a suit or institution of arbitration proceedings, alternative dispute proceedings or mediation;
 2. a threat or initiation of a suit for non monetary relief, including a demand for injunctive or declaratory relief
 3. with respect to coverage provided under Insuring Agreement D. only, institution of a **Regulatory Proceeding** against any **Insured**; and
 4. a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described above.

Multiple **Claims** arising from the same or a series of related or repeated acts, errors or omissions, or from any continuing acts, errors or omissions, or from multiple **Security Breaches** arising from a failure of **Computer Security**, shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

- F. **Claims Expenses** means:
 1. reasonable and necessary fees charged by a lawyer designated pursuant to Clause III., DEFENCE AND SETTLEMENT OF CLAIMS paragraph A.;
 2. all other legal costs and expenses resulting from the investigation, adjustment, defence and appeal of a **Claim**, suit or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by the Insurer, or by the **Insured** with the prior written consent of the Insurer; and

3. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Insurer shall have no obligation to appeal or to obtain bonds.

Claims Expenses do not include any salary, overhead or other amounts charged or incurred by the **Insured** in assisting the Insurer or cooperating in the defence and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy or costs to comply with any regulatory orders, settlements or judgments.

- G. **Computer Security** means software, computer or network hardware devices, as well as the **Insured Organization's** written information security policies and procedures, the function or purpose of which is to prevent **Unauthorized Access or Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
- H. **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
 1. operated by and either owned by or leased to the **Insured Organization**; or
 2. systems operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services.
- I. **Control Group** means the individuals holding the following positions in the **Insured Organization**: President, members of the Board of Directors, executive officers, including the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, staff attorneys employed by the **Insured Organization**; Chief Information Officer; Chief Security Officer; Chief Privacy Officer; **Manager**; and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual, and any individual who previously held any of the above referenced positions.
- J. **Damages** means a monetary judgment, award or settlement, including pre and post judgment interest, provided that the term **Damages** shall not include or mean:
 1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
 2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
 3. costs incurred by the **Insured** to correct, re-perform or complete any **Professional Services**;
 4. taxes or loss of tax benefits;
 5. fines, sanctions, penalties or any damages which are a multiple of compensatory damages;
 6. punitive or exemplary damages, unless insurable by law in any applicable venue that most favours coverage for such punitive or exemplary damages;
 7. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;

8. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
or
- K. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by the **Insured Organization** in its ordinary course of business.
- L. **Denial of Service Attack** means an attack intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.
- M. **Loss** means **Damages, Claims Expenses, Privacy Notification Costs and Penalties**.
- N. **Malicious Code** means any virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- O. **Management Control** means:
1. owning, directly or indirectly, more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of an entity's directors (in the case of a corporation), members of the board of managers (in the case of a limited liability company), management committee members (in the case of a joint venture or partnership) or persons serving in a functionally equivalent role for such an entity operating or organized outside of Canada ; or
 2. having the right, pursuant to a written contract or the bylaws, charter, operating agreement or similar documents of an entity to elect, appoint or designate a majority of: the board of directors of a corporation; the management committee of a joint venture or partnership; the management board of a limited liability company; or persons serving in a functionally equivalent role for such an entity operating or organized outside of Canada
- P. **Manager** means a manager of a limited liability company.
- Q. **Named Insured** means the individual, partnership, entity or corporation designated as such in Item 1. of the Declarations.
- R. **Optional Extension Period** means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Clause XI., Optional Extension Period, of this Policy.
- S. **Penalties** means:
1. any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by the Canadian Commissioner of Competition ,the Canadian Radio-Television Telecommunications Commission, in the United States, the Federal Trade Commission, Federal Communications Commission, or any other federal, provincial, state, local or foreign governmental entity, in such entity's regulatory or official capacity; the insurability of **Penalties** shall be in accordance with the law in the applicable venue that most favours coverage for such **Penalties**; and
 2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund"); but shall not include payments to charitable organizations or disposition

of such funds other than for payment of consumer claims for losses caused by an event covered by Insuring Agreements B.1., B.2. or B.3.

T. **Personally Identifiable Non-Public Information** means:

1. information concerning the individual that constitutes “nonpublic personal information” as defined in Canada by the federal Personal Information Protection and Electronic Documents Act, (PIPEDA) and other similar provincial legislation and in the United States of America, by the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. medical or health care information concerning the individual, including “protected health information” as defined in any Canadian federal or provincial legislation or in the United States, the Health Insurance Portability and Accountability Act of 1996, as amended and regulations issued pursuant to the Act
3. information concerning the individual that is defined as private personal information under statutes enacted to protect such information in foreign countries, for **Claims** subject to the law of such jurisdiction;
4. information concerning the individual that is defined as private personal information under a **Breach Notice Law**; or
5. the individual’s drivers license, provincial or state identification number; social insurance number, social security number; unpublished telephone number; and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs;

if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual’s financial account or medical record information but does not include publicly available information that is lawfully made available to the general public from government records.

U. **Privacy Notification Costs** means the following reasonable and necessary costs incurred by the **Insured Organization** within one (1) year of the reporting of the incident or suspected incident to the Insurer:

1. to hire a computer security expert to determine the existence and cause of any electronic data breach resulting in an actual or reasonably suspected theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information** which may require the **Insured Organization** to comply with a **Breach Notice Law** and to determine the extent to which such information was accessed by an unauthorized person or persons; and for fees charged by an attorney to determine the applicability of and actions necessary by the **Insured Organization** to comply with **Breach Notice Law** due to an actual or reasonably suspected theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information**;
2. to provide notification to:
 - (a) individuals who are required to be notified by the applicable **Breach Notice Law**, if such law exists in the territory where those affected individuals are located; and
 - (b) in the Insurer’s discretion, to individuals affected by an incident in which their **Personally Identifiable Non-Public Information** has been subject to theft, loss, or **Unauthorized Disclosure** in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;

3. up to \$100,000 for the costs of a public relations consultancy for the purpose of averting or mitigating material damage to the **Insured Organization's** reputation, subject to twenty percent (20%) coinsurance; and
4. in connection with a credit file monitoring program, to be approved by the Insurer, consisting of:
 - (a) the offering of one (1) year of credit monitoring services to those individuals whose **Personally Identifiable Non-Public Information** was compromised or reasonably believed to be compromised as a result of theft, loss or **Unauthorized Disclosure** of information giving rise to a notification requirement pursuant to a **Breach Notice Law**; and
 - (b) mailing and other reasonable third party administrative costs associated with such credit file monitoring program;

provided, all such costs payable under this subsection 4. must be for the purpose of mitigating potential **Damages** resulting from such incident.

Privacy Notification Costs will be paid in excess of the applicable deductible and shall not include any internal salary or overhead expenses of the **Insured Organization**.

- V. **Policy Aggregate Limit of Liability** means the aggregate Limit of Liability set forth in Item 3. b) of the Declarations.
- W. **Policy Period** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.
- X. **Privacy Law** means a federal, provincial, state or foreign statute or regulation requiring the **Insured Organization** to protect the confidentiality and/or security of **Personally Identifiable Non-Public Information**.
- Y. **Privacy Policy** means the **Insured Organization's** publicly available written statement of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Non-Public Information**.
- Z. **Professional Services** means only those professional services listed in Item 7. of the Declarations and performed for others by or on behalf of the **Insured Organization** for a fee,
- AA. **Property Damage** means physical injury to or destruction of any tangible property, including the loss of use thereof. For the purpose of this definition, tangible property shall not include electronic data.
- BB. **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of, in Canada, the Canadian Commissioner of Competition, the Canadian Radio-Television and Telecommunications Commission, and in the United States, the Federal Trade Commission, Federal Communications Commission, or any federal, provincial, state, local or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.
- CC. **Retroactive Date** means the date specified in Item 6. of the Declarations.
- DD. **Security Breach** means:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a **Denial of Service Attack** against **Computer Systems** or **Third Party Computer Systems**;
or
3. infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**,

regardless of whether any of the foregoing is a specifically targeted or generally distributed attack.

A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing failure of **Computer Security** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

EE. **Subsidiary** means any corporation, limited liability company, joint venture or partnership while the **Named Insured** has **Management Control** over such entity, if the **Named Insured**:

1. had **Management Control** over such entity on the inception date of this Policy or such entity was an insured under a policy issued by the Insurer of which this Policy is a renewal;
2. acquires **Management Control** after the inception date of this Policy, provided the revenues of the entity do not exceed fifteen percent (15%) of the **Named Insured's** annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**; or
3. acquires **Management Control** after the inception date of this Policy, provided that if the revenues of the entity exceed fifteen percent (15%) of the **Named Insured's** annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**, the provisions of Clause XVI., Mergers and Acquisitions, must be fulfilled;

provided, that this Policy only provides coverage for acts, errors, omissions, incidents or events that take place while the **Named Insured** has **Management Control** over such entity.

FF. **Third Party Computer Systems** means any computer systems that: (1) are not owned, operated or controlled by an **Insured**; and (2) does not include computer systems of a third party on which an **Insured** performs services. Computer systems include associated input and output devices, data storage devices, networking equipment, and back up facilities.

GG. **Third Party Corporate Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a fully executed written confidentiality agreement or which the **Insured Organization** is legally required to maintain in confidence; however, **Third Party Corporate Information** shall not include **Personally Identifiable Non-Public Information**.

HH. **Unauthorized Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorized person or persons or the use of **Computer Systems** in an unauthorized manner.

II. **Unauthorized Disclosure** means the disclosure (including disclosure resulting from phishing) of or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent, or acquiescence of any member of the **Control Group**.

VIII. LIMIT OF LIABILITY

- A. The **Policy Aggregate Limit of Liability** stated in Item 3. b) of the Declarations is the Insurer's combined total limit of liability for all **Loss** payable under this Policy.

The sublimit of liability stated in Item 3. c) of the Declarations is the aggregate limit of liability payable under this Policy for all **Privacy Notification Costs** covered under Insuring Agreement C.

The sublimit of liability stated in Item 3. c) of the Declarations is the aggregate limit of liability under this Policy for all **Claims Expenses** and **Penalties** covered under Insuring Agreement D.

The above sublimits of liability are part of, and not in addition to, the **Policy Aggregate Limit of Liability** listed in Item 3. b). of the Declarations.

Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.

- B. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the **Policy Aggregate Limit of Liability**.
- C. The Insurer shall not be obligated to pay any **Loss**, or to undertake or continue defence of any suit or proceeding, after the **Policy Aggregate Limit of Liability** or any other applicable limit of liability set forth in the Declarations has been exhausted by payment of **Loss**, or after deposit of the **Policy Aggregate Limit of Liability** or any other applicable limit of liability in a court of competent jurisdiction. Upon such payment, the Insurer shall have the right to withdraw from the further defence of any **Claim** under this Policy by tendering control of said defence to the **Insured**.
- D. In relation to any **Claims** under Insuring Agreement I.A, brought against the **Insured** within Canada and subject to Canadian law, **Claims Expenses** will be in addition to the Limits of Liability stated in Items 3. a) and 3. b) of the Declarations.

IX. DEDUCTIBLE

- A. The Deductible set forth in Item 4. of the Declarations applies separately to each incident, event, or related incidents or events, giving rise to a **Claim**. The Deductible set forth in Item 4. of the Declarations shall be satisfied by monetary payments by the **Named Insured of Damages, Claims Expenses or Penalties**.
- B. The Deductible amount set forth in Item 4. of the Declarations applies separately to each incident, event or related incidents or events, giving rise to an obligation to pay **Privacy Notification Costs**. The Deductible set forth in Item 4. of the Declarations shall be satisfied by monetary payments by the **Named Insured of Privacy Notification Costs**.
- C. Satisfaction of the applicable Deductible set forth in Item 4. of the Declarations is a condition precedent to the payment by the Insurer of any amounts hereunder, and the Insurer shall be liable only for the amounts in excess of such Deductible set forth in Item 4. of the Declarations subject to the Insurer's total liability not exceeding the **Policy Aggregate Limit of Liability** or any applicable Limit of Liability. The **Named Insured** shall make direct payments within the Deductible set forth in Item 4. of the Declarations to appropriate other parties designated by the Insurer.
- D. Notwithstanding the foregoing and in relation to any **Claims**, under Insuring Agreement I.A, brought against the **Insured** within Canada and subject to Canadian law, the Deductible set forth in Item 4. of the Declarations shall not apply to **Claims Expenses**.

X. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Insurer at the address shown in Item 9. of the Declarations written notice of such **Claim** in the

form of a telecopy, email, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

- B. With respect to Insuring Agreement C. for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Agreement B.1., B.2. or B.3., such incident or reasonably suspected incident must be reported in writing to the Insurer at the address shown in Item 9. of the Declarations in the form of a telecopy, email or express or certified mail, including specific details of the incident, as soon as practicable during the **Policy Period** after discovery by the **Insured**; provided, however, that unless the **Insured** cancels the Policy, or the Insurer cancels for non-payment of premium, incidents discovered by the **Insured** within sixty (60) days prior to expiration of the Policy shall be reported as soon as practicable, but in no event later than sixty (60) days after the end the **Policy Period**; provided further, that if this Policy is renewed by the Insurer and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident that was discovered by the **Insured** within sixty (60) days prior to the expiration of the Policy, and first reported during the sixty (60) day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.

- C. If during the **Policy Period** the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to the Insurer in the form of a telecopy, email or express or certified mail at the address shown in Item 9. of the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error or omission in the provision of **Professional Services**, or relating to a **Security Breach** that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, or omission or **Security Breach**.

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Insurer.

- D. A **Claim** or legal obligation under paragraph A. or B. above shall be considered to be reported to the Insurer when written notice is first received by the Insurer in the form of a telecopy, email or express or certified mail or email at the address shown in Item 9. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with paragraph C. above.

XI. OPTIONAL EXTENSION PERIOD

- A. In the event of the termination of this Insurance for any reason except the non-payment of premium, the **Named Insured** designated in Item 1. of the Declarations shall have the right, upon payment in full and not proportionally or otherwise in part of the percentage shown in Item 8. of the Declarations of the full Premium set forth below, to have issued an endorsement providing an **Optional Extension Period** for the period of time set forth in Item 8. of the Declarations for **Claims** first made against any **Insured** and reported to the Insurer during the **Optional Extension Period**, and arising out of any act, error or omission committed on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth herein. In order for the **Named Insured** to invoke the **Optional Extension Period** option, the payment of the additional premium for the **Optional Extension Period** must be paid to the Insurer within thirty (30) days of the termination of this Insurance. If notice of election of the **Optional Extension Period** and full premium payment is not given to the Insurer within such thirty (30) day period, there shall be no right to purchase the **Optional Extension Period**.
- B. The Limit of Liability for the **Optional Extension Period** shall be part of, and not in addition to, the

Policy Aggregate Limit of Liability and the exercise of the **Optional Extension Period** shall not in any way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. The **Optional Extension Period** does not apply to Insuring Agreement C.

- C. The right to the **Optional Extension Period** shall not be available to the **Named Insured** where the Policy premium has not been paid in full, or where cancellation or non-renewal by the Insurer is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable limit of liability or within the amount of the applicable deductible.
- D. All notices and premium payments with respect to the **Optional Extension Period** option shall be directed to the Insurer through the entity named in Item 8. of the Declarations.
- E. At the commencement of the **Optional Extension Period** the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Optional Extension Period** for any reason prior to its natural expiration, the Insurer will not be liable to return any premium paid for the **Optional Extension Period**.

XII. WARRANTY

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by Insurer, and that this Policy is issued in reliance upon the truth thereof.

XIII. OTHER INSURANCE

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, including any self-insured retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the **Policy Aggregate Limit of Liability** or any other applicable Limit of Liability of this Policy.

XIV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, such insurance shall cover the **Insured's** legal representative as the **Insured** as would be permitted by this Policy.

XV. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Insurer or by mailing or delivering to the Insurer through the entity named in Item 10. of the Declarations, written notice stating when the cancellation shall be effective.
- B. This Policy may be cancelled by the Insurer by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Insurer cancels this Policy because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Insurer by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Insurer shall be equivalent of mailing.
- C. If the Policy is cancelled pursuant to A. hereinabove, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled pursuant to B. hereinabove, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.

- D. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to the Insurer or **Loss** incurred under this Policy on or before the date of cancellation.
- E. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XVI. MERGERS AND ACQUISITIONS

A. Newly Acquired Subsidiaries

If during the **Policy Period** the **Named Insured** or any **Subsidiary** acquires any entity whose annual revenues are more than fifteen percent (15%) of the **Named Insured's** total annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**, then, subject to the **Policy Period** and all other terms and conditions of this Policy, coverage under this Policy shall be afforded for a period of sixty (60) days, but only for any **Claim** that arises out of any act, error or omission first committed or incident or event first occurring after the entity becomes so owned. Coverage beyond such sixty (60) day period shall only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage beyond such sixty (60) day period to the entity and agrees to pay any additional premium required by the Insurer.

B. Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then this Policy shall remain in full force and effect, but only with respect to a **Security Breach**, or other acts or incidents that occur prior to the date of the consolidation, merger or acquisition. No coverage shall be provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Insurer prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Insurer and the Insurer has issued an endorsement extending coverage under this Policy.

- C. All notices and premium payments made under this Clause XVI. shall be directed to the Insurer at the address shown in Item 10. of the Declarations.

XVII. ASSISTANCE AND COOPERATION

- A. The Insurer shall have the right to make any investigation they deem necessary, and the **Insured** shall cooperate with the Insurer in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Insurer. The **Insured** agrees not to take any action which in any way increases the Insurer's exposure under this Policy.
- B. Upon the Insurer's request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions, incidents or events with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- C. The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Insurer, except as specifically provided in Clause III., Defence and Settlement of **Claims**, paragraph D.

Compliance with a **Breach Notice Law** will not be considered as an admission of liability for purposes of this Clause XVII.C.

- D. Expenses incurred by the **Insured** in assisting and cooperating with the Insurer does not constitute **Claims Expenses** under the Policy.

XVIII. ACTION AGAINST THE INSURER

No action shall lie against the Insurer or the Insurer's representatives unless and until, as a condition precedent thereto, the **Insured** shall have fully complied with all provisions, terms and conditions of this Insurance, and the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant and the Insurer. No person or organization shall have the right under this Policy to join the Insurer as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Insurer be impleaded by the **Insured** or the **Insured's** legal representatives. The **Insured's** bankruptcy or insolvency or of the **Insured's** estate shall not relieve the Insurer of their obligations hereunder.

XIX. SUBROGATION

If any payment is made under this Policy and there is available to the Insurer any of the **Insured's** rights of recovery against any other party, then the Insurer shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights without the Insurer's prior written approval. Any recoveries shall be applied first to subrogation expenses, second to **Loss** paid by the Insurer, and lastly to the deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

XX. ENTIRE AGREEMENT

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Insurer and the **Insured** relating to this Policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Insurance; nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Policy signed by the Insurer.

XXI. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than Canadian dollars or if **Claims Expenses** are paid in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the rate of exchange published in the *Globe and Mail* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XXII. AUTHORIZATION

By acceptance of this Policy and the coverage provided hereunder, the **Insureds** agree and acknowledge that (a) the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice pertaining to this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements; and (b) the Insurer shall not bear any liability in connection with the same.

XXIII. HEADINGS

The titles of paragraphs, sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

XXIV. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XXV. CHOICE OF LAW AND JURISDICTION

This policy will be governed by and interpreted pursuant to the laws of the province stated in Item 10. of the Declarations and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province stated in the Declarations.



Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

Attached to and forming part of Policy No. 16302171

Endorsement # 1

War & Terrorism Exclusion (MEM1001)

Named Insured: **AG Globe Services Inc**

Effective Date: 08 Aug 2016

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.



Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

08 Aug 2016
Date

Endorsement # 2

Total Mould Mildew or Other Fungi Exclusion (MEM1002)

Named Insured: **AG Globe Services Inc**

Effective Date: 08 Aug 2016

Notwithstanding any provision to the contrary within the Policy of which this endorsement forms a part, or within any other endorsement which forms a part of this Policy, we do not cover:

- a) Property damage; or
- b) **Bodily Injury**; or
- c) Debris removal; or
- d) Loss of use; or
- e) Additional living expenses (ALE); or
- f) Medical payments to others; or
- g) Personal injury; or
- h) Business interruption losses; or
- i) Any increase in Insured loss, damage, cost, or expense; or
- j) Any loss, cost, expense, fine, or penalty which is incurred, sustained or imposed by order, direction, instruction or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or
- k) Any loss, damage, cost or expense.

in connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mould, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term "organic pathogen" or "organic pathogens" means any organic irritant or contaminant including but not limited to the following: mould, fungus, bacteria, or virus including but not limited to their byproducts such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogen" includes but is not limited to the following fungi or mycotoxins produced by such fungi: *Aspergillus*, *Penicillium*, *Stachybotrys chartarum*, *Trichodema*, and *Fusarium Memnoniella*.

This exclusion also applies to any **Claim** arising out of allegations of acts or omissions by or on behalf of the **Insured** in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mould, mildew, mycotoxins, fungi or organic pathogens. There shall be no obligation to defend the **Insured** against any **Claim** or loss excluded by this endorsement regardless of whether the allegation forming the basis of the **Claim** or loss are groundless, false, or fraudulent.

This exclusion includes but is not limited to (1) any cost, expense or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mould, mildew, mycotoxins, fungi or organic pathogen; or (2) any cost, expense or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to, manifestation, appearance, presence, or growth of mould, mildew, mycotoxins, fungi or organic pathogens.

All other terms and conditions remain unchanged.



Authorized Insurer's Representative
Crechurch International Underwriters Ltd.

08 Aug 2016

Date

Attached to and forming part of Policy No. 16302171

Endorsement # 3

Placement Agency Endorsement (MEM1021)

Named Insured: **AG Globe Services Inc**

Effective Date: 08 Aug 2016

It is hereby understood and agreed that the Insurer will not cover the **Insured**, pay compensatory **Damages** or provide the **Insured** with a defense for **Claims** arising out of the **Insured's** liability, whether vicarious or otherwise, for acts, errors or omissions of persons introduced, recommended or supplied by the **Insured**, unless such **Claim** arises from the **Insureds** failure to use reasonable skill and care in the introduction, leasing, recommendation or supply of that person to perform the services specified.

All other terms and conditions remain unchanged.



Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

08 Aug 2016

Date

Attached to and forming part of Policy No. 16302171

Endorsement # 4

Absolute Bodily Injury and Property Damage Exclusion (MEM1008)

Named Insured: **AG Globe Services Inc**

Effective Date: 08 Aug 2016

It is hereby understood and agreed that **SECTION VI – EXCLUSIONS**, Clause D. is deleted and replaced by the following:

- D) arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving, **Bodily Injury** or **Property Damage**.

All other terms and conditions remain unchanged.



Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

08 Aug 2016

Date

Attached to and forming part of Policy No. 16302171

Endorsement # 5

Defence Costs Inclusive of Limit (MEM1043)

Named Insured: **AG Globe Services Inc**

Effective Date: 08 Aug 2016

It is hereby understood and agreed that :

1. The first paragraph to the preamble of the Policy is deleted in its entirety and replaced with the following:

NOTICE: COVERAGE UNDER THIS POLICY IS PROVIDED ON A CLAIMS MADE BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.

2. **SECTION III – DEFENCE AND SETTLEMENT OF CLAIMS**, Subsection C. is deleted in its entirety and replaced with the following:

C. In relation to **Claims** covered under Insuring Agreements I.A, I.B, C, D and E the Limit of Liability available to pay **Damages, Penalties, or Privacy Notification Costs** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages, Penalties, Privacy Notification Costs** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4. of the Declarations.

3. **SECTION III – DEFENCE AND SETTLEMENT OF CLAIMS**, Subsection D. is deleted in its entirety.

4. **SECTION VIII– LIMIT OF LIABILITY**, Subsection D. is deleted in its entirety.

All other terms and conditions remain unchanged.



Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

08 Aug 2016

Date

Attached to and forming part of Policy No. 16302171

Endorsement # 6

Currency Amended (MEM1024)

Named Insured: **AG Globe Services Inc**

Effective Date: 08 Aug 2016

It is hereby understood and agreed that **SECTION XXI – VALUATION AND CURRENCY** is deleted in its entirety and replaced with the following:

XXI. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the U.S.

All other terms and conditions remain unchanged.



Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

08 Aug 2016

Date