Active protection from digital risk

Every cyber insurance policy offered by Coalition is powered by our unique Active Insurance approach – which combines the power of industry-leading cyber coverage, proactive cyber risk management, and dedicated in-house expertise to better protect organizations from digital risks. That's why our policyholders experience **64% fewer claims** compared to the overall market.[1]

The Active Cyber Insurance Advantage

Superior, Innovative Coverage[2]

- Comprehensive cyber coverage to help protect against a wide range of incidents – including ransomware and funds transfer fraud
- Coverage for up-front costs in the event of a claim (no waiting for reimbursement!)
- Includes pre-claims assistance to get help triaging cyber incidents – without fear of triggering a claim

52%
of reported events handled with **no additional cost** beyond the premium in 2023[3]

Preventative Cyber Risk Management

- Access to Coalition Control®, our risk management platform, for continuous monitoring of your digital presence
- Personalized alerts to help spot vulnerabilities before they escalate
- On-demand support and guidance to address cybersecurity risks

No-cost
assistance available from our dedicated Security Support Team

Expert Claims and Incident Response Teams[4]

- 5 minute average claims response time
- Experienced team of claims experts, security engineers, and forensic specialists
- Unique capabilities to help minimize the impact of a claim, including funds recovery and ransomware negotiation

$94M+
of fraudulently transferred funds have been successfully recovered by Coalition[5]

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[1] *Coalition 2023 Claims Report Mid-year Update*
[2] *Exclusions and limitations apply. See disclaimers and the policy as issued.*
[3] *Coalition 2024 Cyber Claims Report*
[4] *Coalition Incident Response (CIR) services provided through Coalition's affiliate are offered to policyholders as an option via our incident response firm panel.*
[5] *Coalition 2024 Cyber Claims Report Mid-year Update*

Insurance products are offered in the U.S. by Coalition Insurance Solutions Inc., ("CIS") a licensed insurance producer with its principal place of business in San Francisco, CA (Cal. license #0L76155), acting on behalf of a number of unaffiliated insurance companies. Insurance products offered through CIS may not be available in all states. See licenses and disclaimers. Copyright © 2025. All rights reserved. Coalition and the Coalition logo are trademarks of Coalition, Inc.

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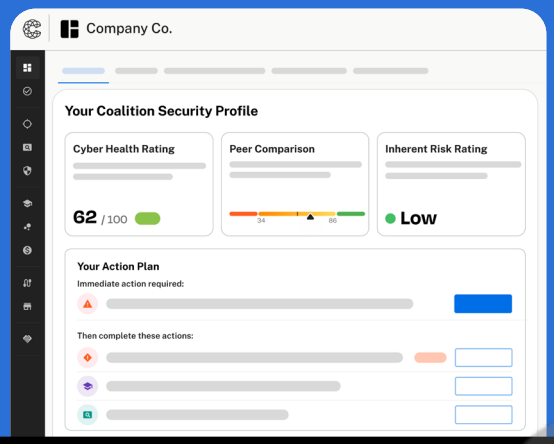
✓ INCLUDED WITH YOUR POLICY

Coalition Control®

Easily spot and stop cyber threats in one place

Meet the cyber risk platform that provides simple insights and a clear, actionable plan.



Understand your evolving security posture

Stay on top of new threats with ongoing monitoring

Reduce your cyber risk with expert guidance

Get started at coalitioninc.com/control or ask your broker for an invitation

ADDITIONAL SECURITY SOLUTIONS

Add security services to strengthen your risk posture

Managed Detection & Response → **24/7/365** expert monitoring & remediation

Security Awareness Training → **$100k added** to Funds Transfer Fraud sublimit[1]

Learn more at coalitioninc.com/security →

[1] *Eligibility for increased coverage benefits, including Funds Transfer Fraud coverage, requires that the policyholder purchases Security Awareness Training at the time of policy bind or renewal and depends on risk profile, underwriting approval and other qualifications determined at the time of quote or renewal. Limitations and exclusions apply; see Terms for more details.*

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $-0- and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

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Notice of Privacy Practices

Effective 1 November 2024

Coalition, Inc. and its current and future subsidiaries and affiliates, including Coalition Insurance Solutions, Inc. (**"CIS"**), Coalition Insurance Solutions Canada, Inc. (**"CISC"**), Coalition Incident Response, Inc. (**"CIR"**), Coalition Incident Response Canada, Inc. (**"CIRC"**), Coalition Risk Solutions, Ltd. (**"Coalition UK"**), Coalition Insurance Company, Inc. (**"CIC"**), BinaryEdge AG (**"BE"**), Coalition Insurance Solutions GmbH (**"Coalition DE"**), and Coalition Insurance Solutions Pty Ltd (ACN 657 140 791) (**"Coalition AU"**) (collectively, **"Coalition**,**" "we**,**"** or **"our"**) is required to provide this Notice of Privacy Practices (**"Notice"**) in accordance with applicable laws and regulations. This Notice outlines how we collect, share and protect your personal information. Applicable laws and regulations may give you the right to limit some but not all sharing of your personal information. Please read this Notice carefully.

Information We May Collect and Share	• Information required to create and maintain your account • Information pertaining to your application, policy and any applicable claims • Financial Information • We also collect information from others, such as credit bureaus and other companies
How is Information Collected?	When you use our websites, online risk management platform, applications (web-based or mobile), products and/or services (**"Services"**), we may collect a variety of personal information that will aid us in providing our Services
Why is Information Shared?	For our everyday business and marketing purposes
Can I Limit Sharing of My Information?	Applicable privacy laws may give you the right to limit: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your personal information to market to you • Sharing for nonaffiliates to market to you. Coalition does not share information with affiliates so they can market to you.
How Does Coalition Protect My Information?	We use security measures compliant with applicable laws, regulations and industry standards to protect your information from unauthorized access and use. These measures include physical, electronic and

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	procedural safeguards, security controls (including encryption, firewalls, advanced malware detection, multi-factor authentication and the concept of least privilege for access management).
Definitions	Affiliates: companies related by common ownership or control.
Privacy Policy	Please visit https://www.coalitioninc.com/legal/privacy for further information related to our processing of information.
Questions?	Please visit https://www.coalitioninc.com or email us at privacy@coalitioninc.com

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COALITION CYBER POLICY 3.0

POLICY DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED, AS DESCRIBED IN YOUR COALITION CYBER POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Policy No.:	C-4LRC-168533-CYBER-2025
Renewal of:	New
Broker:	Michele Epstein
Agency:	AmWins Insurance Brokerage, LLC
Agency Address:	4725 Piedmont Row Drive, STE 600 Charlotte, NC 28210

Item 1.	**Named Insured** **Address**	Mid Willamette Valley Homeless Alliance 235 Front Street Southeast Salem, OR 97301	
Item 2.	**Policy Period**	From: November 13, 2025 To: November 13, 2026 *Both dates 12:01 A.M. at the address stated in Item 1.*	
Item 3.	**Policy Premium**	**Premium**	$4,048.00
		Total	**$4,048.00**
Item 4.	**Aggregate Policy Limit of Liability**	$1,000,000	
	Per Event Limit of Liability	$1,000,000	
Item 5.	**Insuring Agreement(s) purchased, Limits of Liability, and Retentions**		
	Coverage under this Policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insuring Agreements purchased.		

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	In the event that you elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs, under the terms and conditions of this Policy will not be subject to any Retention.		
	THIRD PARTY LIABILITY COVERAGES		
	Insuring Agreement	**Limit / Sub-Limit**	**Retention / Sub-Retention**
	THIRD PARTY SECURITY AND PRIVACY		
	A. NETWORK AND INFORMATION SECURITY LIABILITY	$1,000,000	$2,500
	B. REGULATORY DEFENSE AND PENALTIES	$1,000,000	$2,500
	C. PCI FINES AND ASSESSMENTS	$1,000,000	$2,500
	D. FUNDS TRANSFER LIABILITY	$1,000,000	$2,500
	MEDIA		
	E. MULTIMEDIA CONTENT LIABILITY	$1,000,000	$2,500
	FIRST PARTY COVERAGES		
	Insuring Agreement	**Limit / Sub-Limit**	**Retention / Sub-Retention**
	EVENT RESPONSE		
	F. BREACH RESPONSE SERVICES	*Available for 72 hours following notification to the Breach Response Services Advisor*	$0
	G. BREACH RESPONSE COSTS ■ If this box has been checked, then an Optional Additional Limit of Liability for Breach Response Costs has been purchased. Such Optional Additional Limit of Liability for Breach Response Costs, if purchased, is in addition to the Aggregate Policy Limit of Liability. If the box is unchecked, then Breach Response Costs are subject to the	$1,000,000	$2,500

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	Aggregate Policy Limit of Liability.		
	H. CRISIS MANAGEMENT AND PUBLIC RELATIONS	$1,000,000	$2,500
	I. RANSOMWARE AND CYBER EXTORTION	$1,000,000	$2,500
	J. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	$1,000,000	$2,500 i. Waiting period: 8 hours ii. Enhanced waiting period: 1 hour
	K. PROOF OF LOSS PREPARATION EXPENSES	$50,000	$2,500
	L. DIGITAL ASSET RESTORATION	$1,000,000	$2,500
	M. COMPUTER REPLACEMENT AND BRICKING	$1,000,000	$2,500
	N. REPUTATIONAL HARM LOSS	$1,000,000	Reputation waiting period: 14 days
	O. COURT ATTENDANCE	i. Per day/per person limit: $250 ii. Limit: $25,000	
	P. CRIMINAL REWARD	$50,000	$0
	CYBER CRIME		
	Q. FUNDS TRANSFER FRAUD AND SOCIAL ENGINEERING	$250,000	$2,500
	R. SERVICE FRAUD INCLUDING CRYPTOJACKING	$250,000	$2,500
	S. IMPERSONATION REPAIR COSTS	$50,000	$2,500
	T. INVOICE MANIPULATION	$250,000	$2,500
Item 6.	**Pre-Claim Assistance**	$1,010	

Item 7. **Insurer(s) and Quota Share Percentage**

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Coalition Insurance	C-4LRC-168533-CYBER-2025	100%	$1,000,000	$4,048.00

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	Company				
	The obligations of each Insurer in Item 7. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.				

Item 8.	**Notification of incidents, claims, or potential claims**	**By Email** Attn: Coalition Claims claims@coalitioninc.com **By Phone** 1.833.866.1337 **By Mail** Attn: Coalition Claims 44 Montgomery Street, Suite 4210 San Francisco, CA 94104
Item 9.	**Retroactive Date**	Full Prior Acts Coverage
Item 10.	**Continuity Date**	November 13, 2025
Item 11.	**Optional Extended Reporting Period**	Additional premium: N/A Extended period: N/A
Item 12.	**Choice of Law**	OR
Item 13.	**Breach Response Services Advisor**	Coalition, Inc.

Item 14. **Endorsements and Forms Effective at Inception**

DECLARATIONS	CYUSP-00DC-1022-01
SIGNATURE PAGE COALITION INSURANCE COMPANY	CYUSP-00DC-1022-02
COALITION CYBER POLICY APPLICATION	CYUSP-00EN-00NA-1124-02
COALITION CYBER POLICY 3.0	CYUSP-00PF-1022-01
OREGON CHANGES	CYUSP-OREN-010001-1022-01
AFFIRMATIVE AI ENDORSEMENT	CYUSP-00EN-000035-1124-01
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	CYUSP-00EN-040001-1022-01
COALITION CONTROL® - ACTIVE INSURANCE ENDORSEMENT	CYUSP-00EN-000034-1124-01
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	CYUSP-00EN-040007-1022-01

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	REPUTATION REPAIR ENDORSEMENT	CYUSP-00EN-040014-1022-01
	YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	CYUSP-00EN-000029-1022-01

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THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

Authorized Representative

November 13, 2025
Date

Coalition Insurance Solutions, Inc.

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In Witness Whereof, the issuing Company has caused this policy to be signed officially below.

President

Secretary

Coalition Insurance Company

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COALITION CYBER POLICY APPLICATION

NOTICE: THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED, AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES. FURTHERMORE, AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.
PLEASE READ THE POLICY CAREFULLY.

IF A POLICY IS ISSUED, THIS APPLICATION WILL ATTACH TO AND BECOME PART OF THE POLICY. THEREFORE, IT IS IMPORTANT THAT ALL INFORMATION PROVIDED IS ACCURATE, TRUTHFUL AND COMPLETE.

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General Information		
Named Insured	Mid Willamette Valley Homeless Alliance	
Website and email Domain(s) *Please list all website addresses including web and email domains*	mwvhomelessalliance.org	
Address	235 Front Street Southeast Salem, OR 97301	
Industry	Professional Services - Research and Consulting Services (Accounting and Bookkeeping Firms and Services)	
Number of Employees	1-25	
Revenue (expected over the next 12 months)	$3,684,000	
Gross Profit / Net Revenue (expected over the next 12 months)	N/A	
Is Mid Willamette Valley Homeless Alliance engaged in any of the following businesses?	Adult Content	No
	Cryptocurrency or Blockchain	No
	Gambling	No
	Payment Processing	No
	Managed Service Provider (MSP), Managed Security Service Provider (MSSP), or remote network administration services provider	No

Loss History	
1. During the past three years, did Mid Willamette Valley Homeless Alliance experience a cyber incident, claim or	No

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	loss, whether insured or not, which could have been covered under a policy similar to the proposed insurance? This includes but is not limited to, any: (i) actual or reasonably suspected data breach or security failure, including notifying consumers or third parties of a data breach or security failure; (ii) claims or complaints with respect to privacy injury, breach of information or network security, unauthorized disclosure of information, defamation, or content infringement; (iii) government action, investigation, or subpoena regarding any alleged violation of a privacy law or regulation; or (iv) actual or attempted extortion demand with respect to Mid Willamette Valley Homeless Alliance's data or computer systems.	
2.	Does Mid Willamette Valley Homeless Alliance have knowledge or information regarding any fact, circumstance, situation, or event that could reasonably give rise to a claim or loss under the proposed insurance?	No
	(If Yes) Please provide details.	

If Mid Willamette Valley Homeless Alliance has knowledge or information regarding any fact, circumstance, situation, or event that may give rise to a claim or loss under the proposed insurance policy, any claim or loss arising therefrom is excluded from the coverage.

Security Controls

3.	Does Mid Willamette Valley Homeless Alliance implement encryption on laptop computers, desktop computers, and other portable media devices?	Yes
4.	Does Mid Willamette Valley Homeless Alliance collect, process, store, transmit, or have access to any Payment Card Information (PCI), Personally Identifiable Information (PII), or Protected Health Information (PHI) other than employees of Mid Willamette Valley Homeless Alliance?	No
	a. (If Yes) What is the estimated annual volume of payment card transactions (credit cards, debit cards, etc.)?	
	b. (If Yes) How many PII or PHI records does Mid Willamette Valley Homeless Alliance collect, process, store, transmit, or have access to?	
5.	Does Mid Willamette Valley Homeless Alliance maintain at least weekly backups of all sensitive or otherwise critical data and all critical business systems offline or on a separate network?	Yes

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6.	For which of the following services do you enforce Multi-Factor Authentication (MFA)?	
	a. Email	N/A - No remote access allowed
	b. Virtual Private Network (VPN)	N/A - No VPN allowed
	c. Remote Desktop Protocol (RDP), RDWeb, RD Gateway, or other remote access	N/A - No remote access allowed
	d. Network / cloud administration or other privileged user accounts	On administrative accounts and all cloud services where supported
7.	Does Mid Willamette Valley Homeless Alliance require a secondary means of communication to validate the authenticity of:	
	a. Funds transfer requests (ACH, wire, etc.) before processing a request in excess of $5,000?	Yes
	b. Any request to change banking details (ACH, wire, payroll distribution, etc.)?	Yes
8.	Will Mid Willamette Valley Homeless Alliance have an active technology errors and omissions policy concurrent with this insurance policy?	N/A
9.	Will Mid Willamette Valley Homeless Alliance have an active errors and omissions or professional indemnity policy concurrent with this insurance policy?	N/A

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SIGNATURE SECTION

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE APPLICANT DECLARES (1) THIS APPLICATION FORM HAS BEEN COMPLETED AFTER REASONABLE INQUIRY, (2) THE STATEMENTS SET FORTH HEREIN ARE TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE, AND (3) THAT THESE DECLARATIONS ARE A MATERIAL INDUCEMENT TO THE INSURER TO PROVIDE A PROPOSAL FOR INSURANCE. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SHOULD THERE BE A MATERIAL MISSTATEMENT OR MISREPRESENTATION BY THE APPLICANT IN THIS APPLICATION FORM OR IN ANY OTHER MATERIALS FURNISHED TO THE INSURER AS PART OF THE UNDERWRITING PROCESS, INCLUDING WITHOUT LIMITATION, ANY SUPPLEMENTAL APPLICATIONS OR QUESTIONNAIRES, THE INSURER SPECIFICALLY AND GENERALLY RESERVES ITS RIGHTS TO DISCLAIM ANY CLAIM OR INCIDENT THAT WAS BASED UPON, ARISES OUT OF, OR IS IN ANY WAY RELATING TO THAT MATERIAL MISSTATEMENT OR MISREPRESENTATION. ADDITIONALLY, THE INSURER RESERVES THE RIGHT TO RESCIND THE POLICY IN ACCORDANCE WITH THE LAWS OF ANY APPLICABLE JURISDICTION.

NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

CONSENT FOR ELECTRONIC COMMUNICATION

YOU AGREE TO RECEIVE INSURANCE-RELATED COMMUNICATIONS AND THE USE OF AN ELECTRONIC SIGNATURE FOR ALL DOCUMENTS RELATED TO YOUR INSURANCE POLICY, INCLUDING (BUT NOT LIMITED TO) ANY LEGAL NOTICE DISCLOSURES, VIA ELECTRONIC MEANS, IN ACCORDANCE WITH COALITION'S ELECTRONIC SIGNATURE AND DISCLOSURES POLICY. YOU CAN WITHDRAW YOUR CONSENT ANYTIME. PLEASE REVIEW COALITION'S PRIVACY POLICY, WHICH GOVERNS YOUR USE OF COALITION'S PRODUCTS AND SERVICES.

BY SIGNING BELOW, THE UNDERSIGNED HAS AGREED THAT THEY READ COALITION'S ELECTRONIC SIGNATURE AND DISCLOSURE POLICY AND PRIVACY POLICY.

Signature	**Date**
Print Name of Authorized Representative	
Title	
Policyholder Email	

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NOTICE TO APPLICANTS

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

NOTICE TO ARIZONA APPLICANTS: For your protection Arizona law requires the following statement to appear on this form. "Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: For your protection California law requires the following to appear on this form: "Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO KANSAS APPLICANTS: A person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto is guilty of fraud.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

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NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW HAMPSHIRE APPLICANTS: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act and may subject such person to criminal and civil penalties.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO RHODE ISLAND AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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Coalition Insurance Solutions, Inc.
OR License No. 3000112920
44 Montgomery Street, Suite 4210
San Francisco, CA 94104
Producer Code: 1035616

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VERMONT APPLICANTS: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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COALITION CYBER POLICY 3.0

SECTION I	
INTRODUCTION	This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements. The insurance provided under this Policy for **claims** made against **you**, under Section II, THIRD PARTY LIABILITY COVERAGES, is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** (or any applicable Optional Extended Reporting Period) and reported to **us** in accordance with the terms of this Policy. **Claim expenses** reduce the applicable Limits of Liability, are subject to retentions, and may exhaust the applicable Limits of Liability. Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.
SECTION II	
WHAT WE COVER – OUR INSURING AGREEMENTS	In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **application**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that: 1. The **event** first took place after the **retroactive date** and before the end of the **policy period**; 2. For the THIRD PARTY LIABILITY COVERAGES, the **claim** is made against **you** during the **policy period** (or any applicable Optional Extended Reporting Period), and is reported to **us** during the **policy period** or any applicable extended reporting period; 3. For the FIRST PARTY COVERAGES, the **incident** is first discovered by **you** during the **policy period**, and reported to **us** during the **policy period** or any applicable extended reported period; and 4. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.
THIRD PARTY LIABILITY COVERAGES	
THIRD PARTY SECURITY AND PRIVACY	
A. NETWORK AND INFORMATION SECURITY LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure**, **data breach**, or **privacy liability**.

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B. REGULATORY DEFENSE AND PENALTIES	**We** will pay on **your** behalf **claim expenses** and **regulatory penalties** that **you** become legally obligated to pay resulting from a **claim** against **you** in the form of a **regulatory proceeding**.
C. PCI FINES AND ASSESSMENTS	**We** will pay on **your** behalf **claim expenses** and **PCI fines and assessments** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **data breach** compromising payment card data.
D. FUNDS TRANSFER LIABILITY	**We** will pay on **your** behalf **claim expenses** and **funds transfer liability loss** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **funds transfer liability**.
MEDIA	
E. MULTIMEDIA CONTENT LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **multimedia wrongful act**.
FIRST PARTY COVERAGES	
EVENT RESPONSE	
F. BREACH RESPONSE SERVICES	**We** will pay on **your** behalf **breach response services** resulting from an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**, first discovered by **you** during the **policy period**.
G. BREACH RESPONSE COSTS	**We** will pay on **your** behalf **breach response costs** resulting from an actual or suspected **security failure** or **data breach** first discovered by **you** during the **policy period**.
H. CRISIS MANAGEMENT AND PUBLIC RELATIONS	**We** will pay on **your** behalf **crisis management costs** resulting from a **public relations event** first discovered by **you** during the **policy period**.
I. RANSOMWARE AND CYBER EXTORTION	**We** will pay on **your** behalf **cyber extortion expenses** resulting from **cyber extortion** first discovered by **you** during the **policy period**.
J. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	**We** will pay: 1. **business interruption loss**; 2. **contingent business interruption loss**; and 3. **extra expenses**, that **you** incur during the **indemnity period** directly resulting from the partial or complete interruption of **computer systems** for a period longer than the **waiting period** caused by a **security failure** or **systems failure** first discovered by **you** during the **policy period.**

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	The period of time set forth in Item 5.J.ii. of the Declarations will be the **waiting period** for any interruption of **computer systems** caused by a **denial of service attack** where a DDoS mitigation vendor from **our** list of **panel providers** is utilized at the time of such **denial of service attack**. The period of time set forth in Item 5.J.i. of the Declarations will be the **waiting period** for all other causes of interruption of **computer systems**, or where the interruption of **computer systems** is caused by a **denial of service attack** and a DDoS mitigation provider from **our** list of **panel providers** is not utilized at the time of such **denial of service attack**.
K. PROOF OF LOSS PREPARATION EXPENSES	**We** will pay on **your** behalf **proof of loss preparation expenses**.
L. DIGITAL ASSET RESTORATION	**We** will pay on **your** behalf **restoration costs** that **you** incur because of the alteration, destruction, damage, theft, loss, or inability to access **digital assets** directly resulting from a **security failure** or **systems failure** first discovered by **you** during the **policy period**.
M. COMPUTER REPLACEMENT AND BRICKING	**We** will pay on **your** behalf **computer replacement costs** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.
N. REPUTATIONAL HARM LOSS	**We** will pay **reputational harm loss** that **you** incur during the **reputation indemnity period** solely and directly resulting from an **adverse publication** first published during the **policy period** specifically concerning a **security failure**, **data breach**, **cyber extortion**, or **privacy liability** first discovered by **you** and reported to **us** during the **policy period**. The **reputation waiting period** for any **reputational harm loss** will be the period of time set forth in Item 5.N. of the Declarations.
O. COURT ATTENDANCE	**We** will pay **you court attendance costs** set forth in Item 5.O.i. of the Declarations, subject to the maximum amount set forth in Item 5.O.ii. of the Declarations.
P. CRIMINAL REWARD	**We** will pay on **your** behalf, in **our** discretion, **criminal reward costs**.
CYBER CRIME	
Q. FUNDS TRANSFER FRAUD AND SOCIAL ENGINEERING	**We** will pay **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** first discovered by **you** during the **policy period**.
R. SERVICE FRAUD	**We** will pay on **your** behalf **service fraud loss** that **you** incur

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INCLUDING CRYPTOJACKING	resulting from a **security failure** first discovered by **you** during the **policy period**.
S. IMPERSONATION REPAIR COSTS	**We** will pay on **your** behalf **impersonation repair costs** that **you** incur resulting from an **impersonation fraud** first discovered by **you** during the **policy period**.
T. INVOICE MANIPULATION	**We** will pay **you invoice manipulation loss** that **you** incur resulting from any **invoice manipulation** first discovered by **you** during the **policy period**.
SECTION III	
EXCLUSIONS – WHAT IS NOT COVERED	This Policy does not apply to and **we** will not make any payment for any **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, **PCI fines and assessments**, or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
A. BODILY INJURY	Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any **claim** for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.E, MULTIMEDIA CONTENT LIABILITY.
B. CONFISCATION	Confiscation, nationalization, requisition, destruction of, or damage to any property, **computer systems**, software, or electronic data by order of any governmental or public authority.
C. CONTRACTUAL LIABILITY	Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply: 1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.G, BREACH RESPONSE COSTS, to **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third party corporate information**; 2. with respect to the coverage provided by Section II.E, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 3. with respect to the coverage provided by Section II.C, PCI FINES AND ASSESSMENTS; or 4. to the extent **you** would have been liable in the absence of such contract or agreement.
D. DISCRIMINATION	Any actual or alleged discrimination of any kind.

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E. EMPLOYMENT PRACTICES	Any actual or alleged employer-employee relations, policies, practices, acts, or omissions (including any wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim). However, this exclusion will not apply to a **claim** by a current or former **employee** under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or: 1. **breach response services** provided under Section II.F, BREACH RESPONSE SERVICES; or 2. **breach response costs** provided under Section II.G, BREACH RESPONSE COSTS; involving a **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**, as applicable to coverage Sections II.F and G, that impacts current or former **employees**.
F. FRAUD BY A SENIOR EXECUTIVE	Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive** or carried out with the knowledge of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final, non-appealable adjudication establishes that a **senior executive** committed or had knowledge of such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**. This exclusion will not apply to any natural person **insured** who did not participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.
G. GOVERNMENTAL ORDERS	Any court order or demand: 1. requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority. However, this exclusion will not apply to any **claim expenses**, **damages**, and **regulatory penalties** that **you** become legally obligated to pay resulting from **your** response to a **regulatory proceeding**. 2. requiring the shutdown of systems or services.
H. ILLEGAL REMUNERATION	Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final, non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.
I. INSURED VERSUS INSURED	Any **claim** made by or on behalf of: 1. an **insured** under this Policy or by a stockholder or member in their capacity as such against an **insured**; however, this

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	exclusion will not apply to an otherwise covered **claim** made by: a. an **employee** arising from a **security failure** or **data breach**; or b. an additional insured; 2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or 3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.
J. INTELLECTUAL PROPERTY	Any actual or alleged violation or infringement of any intellectual property right or obligation, including: 1. infringement of copyright of software, firmware, or hardware; 2. distribution or sale of, or offer to distribute to sell, any goods, products, or services; 3. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; or 4. misappropriation, misuse, infringement, or violation of any patent, patent right, or trade secret; however, this exclusion will not apply to Section II.E, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion J. INTELLECTUAL PROPERTY will not apply to any actual or alleged violation or infringement of any intellectual property right or obligation described in items 1 and 4 above.
K. MERCHANT LIABILITY	Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.C, PCI FINES AND ASSESSMENTS.
L. NATURAL DISASTER	Any physical event or natural disaster, including but not limited to fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.
M. NUCLEAR	Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source, including any nuclear reaction, nuclear radiation, or radioactive contamination from any kind of nuclear fuels, waste or the combustion or ignition of nuclear fuel. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.

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N. POLLUTANTS	Any: 1. actual or alleged discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or 2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.
O. PRIOR KNOWLEDGE	1. any **event**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim**, **loss**, **breach response costs**, or **breach response services** under this Policy; or 2. any **claim**, **event**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
P. RETROACTIVE DATE	Any **event**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **events** where the first such act, error, omission, or **event** first took place prior to the **retroactive date**.
Q. SECURITIES	The actual or alleged ownership, sale or purchase of, or the offer to sell or purchase stock or other securities.
R. TANGIBLE PROPERTY	Any injury or damage to, destruction, impairment, or loss of use of any **tangible property**, including any computer hardware rendered unusable by a **security failure** or **systems failure**, except this exclusion will not apply to coverage afforded under Section II.M, COMPUTER REPLACEMENT AND BRICKING.

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S. THIRD PARTY MECHANICAL FAILURE	Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) of a utility or other third party, including telecommunications and other communications, GPS infrastructure, any core element of the internet or internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to coverage under Section II.J, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, where such loss arises directly from a **service provider** directly experiencing their own **security failure**.
T. UNFAIR TRADE PRACTICE	Any actual or alleged false, unlawful, deceptive, anti-competitive or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENSE AND PENALTIES arising from a **security failure** or **data breach**.
U. VIOLATION OF ACTS/LAWS	Any actual or alleged violation of: 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, or any other federal or state securities laws; 3. the Organized Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statutes; or 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above; however, this exclusion will not apply to a **claim** against **you** alleging a **data breach** or **privacy liability** in violation of the Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248).
V. WAR AND TERRORISM	War, invasion, acts of foreign enemies, terrorism, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power; however, this exclusion will not apply to **cyber terrorism**.
W. WRONGFUL COLLECTION AND BIOMETRIC PRIVACY	1. Any actual or alleged violation of the Illinois Biometric Information Privacy Act or any similar federal, state, common, or foreign law; or 2. any actual or alleged unlawful or unauthorized collection, processing, storage, sharing or sale of **personally identifiable information**, except this shall not apply to: a. SECTION II.A NETWORK AND INFORMATION SECURITY LIABILITY; and

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	b. SECTION II.B. REGULATORY DEFENSE AND PENALTIES, for an otherwise covered **claim** under item 2. in the definition of **privacy liability.**
SECTION IV	
YOUR OBLIGATIONS AS AN INSURED	
WHEN THERE IS A **CLAIM** OR **INCIDENT**	**You** must, as a condition precedent to coverage under this Policy, provide **us** written notice of any **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; or (ii) 60 days after the end of the **policy period** for **claims** made against **you** or **incidents** first discovered by **you**, in the last 30 days of the **policy period.** In the event of an **adverse publication**, such notice will include complete details of the **adverse publication** and date **you** first became aware of such **adverse publication**.
WHEN THERE IS A CIRCUMSTANCE	With respect to Third Party Liability Coverages, if during the **policy period**, **you** become aware of any act or other circumstances that could reasonably be expected to give rise to a future **claim** covered under this Policy, and **you** give written notice to **us** through the persons named in Item 8. of the Declarations during the **policy period** of: 1. a detailed description of the act or other circumstances that could reasonably be expected to give rise to the future **claim**, including dates, persons, and entities involved; 2. the identity of the potential claimants; 3. the details of how **you** first became aware of the act or other circumstances; and 4. the nature of the potential **damages**; then any **claim** arising out of the act or other circumstances reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements was first provided to **us** during the **policy period**.
DUTY TO COOPERATE	**We** will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. **You** will do nothing that increases **our** exposure under this Policy. **You** will also cooperate with **us** and counsel in the defense of all **claims** and response to all **events**, and provide all information necessary for appropriate and effective representation.

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OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY	**You** will not, except at **your** own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with a **breach notice law** will not be considered as an admission of liability for purposes of this paragraph. Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses**, **loss**, **breach response costs**, or **breach response services** under this Policy.
OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **event** or other circumstance giving rise to a **claim**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, or **PCI fines and assessments** to prejudice such subrogation rights without first obtaining **our** consent. This obligation does not apply to the extent that the right to subrogate is waived by **you** under a written contract with a person or organization, prior to the **event** or other circumstance giving rise to a **claim**, **loss, breach response costs**, **breach response services**, **regulatory penalties**, or **PCI fines and assessments**.
AUTHORIZATION OF **NAMED INSURED** TO ACT ON BEHALF OF ALL **INSUREDS**	It is agreed that the **named insured** will act on behalf of all i**nsureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period. Where there is more than one **named insured** listed in Item 1 of the Policy Declarations or by endorsement to this Policy, then for the purpose of this clause only, the **named insured** is deemed to be the first entity listed under Item 1 of the Policy Declarations.

SECTION V

CLAIMS PROCESS

DEFENSE	**We** will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy: 1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or 2. under Section II.B, REGULATORY DEFENSE AND

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	PENALTIES, any **claim** in the form of a **regulatory proceeding**. **You** have the right to select defense counsel from **our panel providers**. If **you** would like to retain defense counsel not on **our** list of **panel providers**, such counsel must be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld, and subject to a fee rate structure substantially similar to that of **our panel providers**. **We** will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages**, **funds transfer liability loss**, or **regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention. The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defense of the **claim**.
RIGHT TO ASSOCIATE	**We** have the right, but not the duty, to associate in the investigation and response to any **event** or **claim**, including participation in the formation of strategy and review of forensic investigations and reports.
PRE-CLAIM ASSISTANCE	If **we** are provided with notice of an act or other circumstance that is not yet a **claim** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request assistance to mitigate against any potential future **claim** or **incident**, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations for legal, forensic, and IT services provided by a third party. Any such fees must be incurred with **our** prior consent by legal counsel or a consultant we have mutually agreed upon. If there is a subsequent covered **claim** made, or covered **incident**, then such legal counsel and consultant fees will be considered **claim expenses**, **loss**, or **breach response costs** and will be subject to the applicable Limits of Liability and the Aggregate Policy Limit of Liability.
SETTLEMENT	If **you** refuse to consent to any settlement or compromise of a **claim** recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed: 1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and 2. seventy percent (70%) of **claim expenses** incurred after such settlement was refused by **you**, plus seventy percent (70%) of **damages** and **regulatory penalties** in excess of the

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	amount such **claim** could have been settled under such settlement. In this event, **we** will have the right to withdraw from the further defense of such **claim** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.
SETTLEMENT WITHIN RETENTION	**We** agree that **you** may settle any **claim** where the total **claim expenses**, **loss**, **damages**, **breach response costs**, **breach response services**, **regulatory penalties**, and **PCI fines and assessments** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.
PROOF OF LOSS	With respect to **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**, **you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **security failure**, **systems failure**, or **adverse publication** (unless such period has been extended by **us** in writing) which will include, at a minimum, the following information: 1. a full description of the circumstances, including the time, place, and cause of the **loss**; and 2. a detailed calculation of any **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**. Any costs **you** incur in connection with establishing or proving **business interruption loss**, **contingent business interruption loss**, **extra expenses**, or **reputational harm loss**, including preparing a proof of loss in excess of the Limits of Liability under Section II.K, PROOF OF LOSS PREPARATION EXPENSES, if purchased, will be **your** obligation and are not covered under this Policy. Solely with respect to verification of **business interruption loss**, **contingent business interruption loss**, and **reputational harm loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following **our** receipt of any proof of loss in accordance with this section.

SECTION VI	
LIMITS OF LIABILITY AND RETENTION	
LIMITS OF LIABILITY	Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than **Breach Response Services**

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The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **PCI fines and assessments**, **regulatory penalties**, and other amounts under this Policy, regardless of the number of **claims**, **events**, or **insureds**. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **claims**, or **insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** and in aggregate for all **events** under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

Provided further, however, that if **you** have purchased the Optional Additional Limit of Liability for **Breach Response Costs**, then **breach response costs** will not be subject to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations, and instead shall be subject to the "Optional Additional Limit of Liability for **Breach Response Costs**" as set forth below.

Optional Additional Limit of Liability for **Breach Response Costs**

The Optional Additional Limit of Liability for **Breach Response Costs**, if purchased, is the maximum amount **we** will be liable to pay for all **breach response costs**, regardless of the number of **security failures**, **data breaches**, or **insureds**. The Optional Additional Limit of Liability for **Breach Response Costs**, if purchased, is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the Optional Additional Limit of Liability for **Breach Response Costs**, there will be no further coverage under this Policy for any **breach response costs**.

Breach Response Services

Breach response services will be provided for a maximum of 72 hours following **your** notification to the **breach response services advisor**. **Breach response services** will be provided in addition to and will not erode the Aggregate Policy Limit of Liability.

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	Optional Extended Reporting Period **Our** Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.
RETENTION	**We** will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured. In the event that **damages**, **funds transfer liability loss, PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services, loss**, or other amounts arising out of a **claim** or **event** are subject to more than one Retention, the Retention for each applicable insuring agreement will apply separately, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount. In the event that **you** elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered **breach response costs**, **claim expenses**, **cyber extortion expenses**, or **restoration costs** under the terms and conditions of this Policy will not be subject to any Retention.
SECTION VII	
CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD	
CANCELLATION AND NON-RENEWAL	**We** may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, however, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than thirty (30) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing (or electronic transmission where permitted) of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice. This Policy may be cancelled by **us** for non-payment of premium, or for fraud or material misrepresentation by **you** in the **application** or other information provided to induce **us** to issue this Policy; or for fraud by **you** in connection with the submission of any **claim** or **event** for coverage under this Policy. This Policy may be cancelled by the **named insured** by surrender of

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	this Policy to **us** or by giving written notice to **us** stating when thereafter such cancellation will be effective. If this Policy is cancelled by **us** in accordance with the paragraphs above, **we** will refund the unearned premium computed pro rata. If the **named insured** cancels this Policy in accordance with the paragraph above, **we** will refund the unearned premium computed short rate. However, the premium will be deemed fully earned if any **claim**, **event**, or any circumstance that could reasonably be expected to give rise to a **claim** or **event**, is reported to **us** on or before the date of cancellation. **We** have no obligation to renew this Policy. Any offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew
OPTIONAL EXTENDED REPORTING PERIOD	In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or material misrepresentation in the **application** for this Policy, or non-payment of premium or amounts within the applicable Retention, the **named insured** will have the right, upon payment in full of additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either: a. one year for an additional premium of 100% of the total annual premium; b. two years for an additional premium of 150% of the total annual premium; or c. three years for an additional premium of 200% of the total annual premium; following the effective date of such cancellation or non-renewal. Such Optional Extended Reporting Period applies only to a **claim** first made against **you** during the Optional Extended Reporting Period and reported to **us** during the Optional Extended Reporting Period, and arising out of any actual or alleged act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period** (or, if applicable, before the effective date of the Change in Control in Section VIII) subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period. The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than sixty

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	(60) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right. At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period. The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.
SECTION VIII	
OTHER PROVISIONS	
CHANGE IN CONTROL	If during the **policy period**: 1. the **named insured**: (i) merges or consolidates with or into another entity, such that the **named insured** is not the surviving entity; or (ii) is acquired by another entity; or (iii) sells more than 50% of its assets to another entity, such that **named insured** is not the surviving entity; or 2. another entity or person, or group of affiliated entities or persons acting in concert, acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding voting stock or voting rights representing the present right to vote for the election of directors, trustees, managers (if a limited liability company), or the equivalent executive management functions of the **named insured**; (items 1 and 2 above both referred to as a "Change in Control"), then this Policy will continue to remain in effect until the end of the **policy period**, but only with respect to any **event**, act, error, or omission that first occurred prior to the Change in Control. There will be no coverage provided by this Policy for any **event**, act, error, or omission occurring after the Change in Control. The **named insured** must give written notice of a Change in Control to **us** as soon as practicable, but no later than thirty (30) days after the Change in Control. The full premium for this Policy will be deemed to be fully earned immediately upon the date of the Change in Control.

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	The above provision may be waived in writing by **us**.
CHOICE OF LAW	Any disputes involving this Policy will be resolved applying the law designated in Item 12. of the Declarations, without reference to that jurisdiction's choice of law principles.
NO ASSIGNMENT	No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.
NON-PERMISSIBLE INSURANCE	Where **we** may not permissibly insure, either on an admitted or non-admitted basis, any entity that falls within the definition of an **insured** under this Policy, by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), **we** will indemnify the **named insured** in respect of any loss to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that **we** would have been liable to pay such uninsured entity for the applicable loss under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.
OTHER INSURANCE	With the exception of Section II, F. BREACH RESPONSE SERVICES and G. BREACH RESPONSE COSTS that shall operate as primary insurance, this Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such other valid and collectible insurance is written only as specific excess insurance to this Policy, without contribution by this Policy.
TERRITORY – THE UNIVERSE	This Policy will apply to **events** occurring, **claims** made, and **damages**, **losses**, **breach response costs**, **breach response services**, **regulatory penalties**, and **PCI fines and assessments** incurred, anywhere in the universe.
TITLES	The titles and headings to the various sections, subsections, and endorsements of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections or endorsements.
SANCTIONS	This Policy 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 **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties** or **PCI fines and assessments.**

SECTION IX

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DEFINITIONS	Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:
Adverse publication	means any report or communication to the public through any media channel including television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a **security failure**, **data breach**, **cyber extortion**, or **privacy liability** that affects **your** customers or clients. All **adverse publications** relating to the same **security failure**, **data breach**, **cyber extortion**, or **privacy liability** will be deemed to have occurred on the date of the first **adverse publication** for the purposes of determining the applicable **reputation waiting period** and **reputation indemnity period**, and will be deemed to constitute a single **reputational harm loss**.
Application	means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured** to **us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal.
Breach notice law	means any statute or regulation, including from the United States, Canada the UK, the European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.
Breach response costs	means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**: 1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure** or **data breach**; 2. computer forensic professional fees for reasonable efforts to close off the point(s) of unauthorized entry and to terminate a **security failure** event; 3. costs to notify individuals affected or reasonably believed to be affected by such **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail; 4. costs to provide government mandated public notices related to such **security failure** or **data breach**; 5. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**; 6. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation

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	requirements for responding to a **data breach** compromising payment card data, and the related requirements under a **merchant service agreement**, including a PCI forensic investigator when required under such **merchant service agreement** (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **data breach**, or to remediate the breached **computer systems**); 7. costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such **data breach**; and 8. identity theft restoration services to those natural persons identified by a licensed identity theft investigator as victims of identity theft affected by such **data breach**. **Breach response costs** must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach. You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 5. and 6. with any vendor on **our** list of **panel providers**.
Breach response services	means the following services to assist with **your** initial response to an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**: 1. access to the 24/7 breach response hotline detailed in Item 8. of the Declarations; 2. two-hour consultation and advice by legal counsel from **our panel providers**; 3. consultation and advice by the **breach response services advisor**; 4. preliminary forensics and threat intelligence gathered by and known to the **breach response services advisor**; and 5. initial remote support and assistance provided by the **breach response services advisor**. **Breach response services** apply only to the initial assistance provided by the **breach response services advisor** and the two-hour consultation with legal counsel from our **panel providers**, and solely with respect to **your** initial response to an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud** based upon the information provided by **you** to **us** and/or the **breach response services advisor** at the time **you** first notify **us** of the applicable **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**. **Breach response services** are available only during the 72 hour time period following notification of the actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud** to the **breach services advisor**, and do not

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	include the costs and expenses of any services which are covered under any other First Party Coverage of this Policy.
Breach response services advisor	means the entity(ies) or person(s) named in Item 13. of the Declarations.
Business interruption loss	means: 1. the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and 2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the **indemnity period**. Provided, however, that **business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.
Business services	means software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, and telephony services that: 1. **you** use regularly in the normal course of **your** business; 2. **you** are charged a fee for on a regular periodic basis, no less frequently than on a semi-annual basis; and 3. are provided to **you** pursuant to a written contract.
Claim	means: 1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings; 2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a **regulatory proceeding**; 3. with respect to coverage under Section II.C, PCI FINES AND ASSESSMENTS, a written demand for PCI fines and assessments; and 4. a written request to toll or waive a statute of limitations applicable to a potential **claim** described in paragraph 1. above. All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.
Claim expenses	means:

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	1. reasonable and necessary fees charged by an attorney to which **we** have agreed to defend a **claim**; 2. all other fees, costs, and charges for the investigation, defense, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and 3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds. **Claim expenses** do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.
Computer replacement costs	means the reasonable and necessary costs **you** incur, with **our** prior written consent, to restore or replace computer hardware or tangible equipment owned or leased by **you** impacted by a loss of firmware integrity resulting from a **security failure**.
Computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** include **hosted computer systems**.
Consumer redress awards	means any monetary amounts **you** are legally obligated or have agreed to deposit into a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgement or settlement of a **regulatory proceeding**. **Consumer redress awards** do not include any sums paid which constitute taxes, fines, penalties, injunctions, or sanctions.
Contingent business interruption loss	means: 1. the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of **hosted computer systems**; and 2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the **indemnity period**.

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	Provided, however, that **contingent business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.
Continuity date	means the date specified in Item 10. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.
Court attendance costs	means the reasonable costs and expenses of attending at **our** request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defense of any **claim**.
Criminal reward costs	means any amount offered and paid by **us** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. This Policy will not cover amounts offered and paid-for-information provided by **you**, **your** legal counsel and/or auditors, whether internal or external, individuals hired or retained in response to the aforementioned illegal acts, or other individuals with responsibilities for supervision or management of the aforementioned individuals and entities.
Crisis management costs	means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion, to mitigate covered **damages**, **loss**, **claim expenses**, **breach response costs**, or **breach response services** due to a **public relations event**: 1. a public relations or crisis management consultant; 2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**; 3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and 4. other costs approved in advance by **us**.
Cyber extortion	means any: 1. threat made by an individual or organization against **you** expressing the intent to: a. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using **computer systems** without **your** permission, authorization, or consent; b. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in **computer systems** and is retrievable in a

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	perceivable form; c. alter, damage, or destroy any computer program, software, or other electronic data that is stored within **computer systems**; d. maliciously or fraudulently introduce **malicious code** or **ransomware** into **computer systems**; or e. initiate a **denial of service attack** on **computer systems**; or 2. introduction of **malicious code** or **ransomware** into **computer systems** by an individual or organization; or, 3. **denial of service attack** on **computer systems**; where such threat is made or act is committed for the purpose of demanding payment of money, securities, Bitcoin or other virtual currencies, property, or goods from **you**.
Cyber extortion expenses	means the following reasonable and necessary costs incurred with **our** prior written consent: 1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; 2. value of property or goods demanded by any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of delivering or attempting to deliver to such property or goods; and 3. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion.** The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.
Cyber terrorism	means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or warlike operation.
Damages	means a monetary judgment or award that **you** are legally obligated to pay, including pre-judgment and post-judgment interest, or a settlement agreed to by **you** and **us**. **Damages** does not mean the following: 1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief; 2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided; 3. **funds transfer liability loss**; 4. liquidated damages, contractual service credits or

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	penalties, but only to the extent such liquidated damages, contractual service credits or penalties exceed the amount for which the **insured** would have been liable in the absence of any agreement to pay such liquidated damages, contractual service credits or penalties; 5. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law; 6. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages; 7. discounts, coupons, prizes, awards, or other incentives offered by **you**; 8. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant service agreement**; or 9. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.
Data breach	means the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in a manner that is unauthorized by **you** including resulting from a **security failure**.
Denial of service attack	means a deliberate or malicious attack that makes **computer systems** unavailable to its intended users, temporarily or indefinitely disrupting the services of a host that **you** use by directing an excessive volume of electronic data to that host.
Digital asset	means any of **your** electronic data or computer software. **Digital assets** do not include computer hardware of any kind.
Employee	means any past, present, or future: 1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, intern, or any volunteer; and 2. **senior executive**; but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the business operations of the **named insured** or **subsidiary**.
Event	means a **funds transfer liability**, **incident**, **privacy liability**, or **multimedia wrongful act**. All **events** that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single **event** occurring on the date the first such **event** occurred.

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Extra expenses	means **your** reasonable and necessary additional costs incurred to avoid or minimize a **business interruption loss**, including: 1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients; 2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by **computer systems** or **service provider**; and 3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a **security failure** or **systems failure**. Provided, however, that such additional costs do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**. **Extra expenses** does not mean and will not include: 1. costs incurred to update, restore, replace, upgrade, maintain, or improve **computer systems**: a. to a level greater than existed before a **security failure**, unless the costs to upgrade to a more current or secure version of functionally equivalent components of **computer systems** is no more than 25% greater than the costs that would have been incurred to repair or replace **computer systems** that existed before a **security failure**; or b. to a level greater than existed before a **system failure**; or 2. costs incurred to acquire or install **computer systems** which did not form a part of **computer systems** immediately prior to the **security failure** or **system failure**.
Funds transfer fraud	means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution (including an escrow account provider) directing **you**, or the financial institution (including an escrow account provider): 1. to debit, or instruct to authorize to debit, an account held by the **named insured** or **subsidiary**, or held by the **named insured** or **subsidiary** on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or 2. to transfer or deliver **tangible property** owned by the **named insured** or **subsidiary**; which instruction purports to have been transmitted by **you** or **your** vendors, business partners, or existing clients, and impersonates

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	such party, including through the use of deepfakes, but was transmitted by someone other than **you** or **your** vendors, business partners, or existing clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organization that is an **insured**.
Funds transfer liability	means distribution of fraudulent wire transfer or payment instructions which instruction purports to have been transmitted by **you** directing **your** vendors, business partners, or existing clients to transfer funds to a third party, but was transmitted by someone other than **you** as the result of a **security failure**.
Funds transfer liability loss	means a monetary judgment or award that **you** are legally obligated to pay, or a settlement agreed to by **you** and **us**, because of the transfer of money, securities, or digital currencies by any of **your** vendors, business partners, or existing clients to a third party as the direct result of a **funds transfer liability**.
Funds transfer loss	means: 1. loss of money, securities, or **tangible property** directly resulting from **funds transfer fraud**; and 2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud**. **Funds transfer loss** does not mean and will not include: a. the loss of personal money, securities, or property of **your employees**; or b. chargeback loss arising from the acceptance of payment cards used fraudulently.
Hosted computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third party vendor, but only for providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to **you** pursuant to a written contract.
Impersonation fraud	means fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products provided that such fraudulent communications or websites do not arise out of or result from any **security failure**.

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Impersonation repair costs	means: 1. the cost of retaining a law firm and public relations firm incurred by **you** to create and publish a press release or establish a website to advise **your** customers and prospective customers of an **impersonation fraud**; and 2. the cost of reimbursing **your** existing customers for their loss of money or **tangible property** directly resulting from an **impersonation fraud**; and 3. the cost of retaining a third party for the removal of websites designed to impersonate **you**.
Incident	means **adverse publication**, **cyber extortion**, **data breach, funds transfer fraud**, **impersonation fraud**, **invoice manipulation**, **public relations event**, **security failure**, or **systems failure**. All **incidents** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **incident** occurring on the date the first such **incident** occurred.
Indemnity period	means the time period that: 1. begins on the date and time that the partial or complete interruption of **computer systems** first occurred; and 2. ends on the earlier of the date and time that the interruption to **your** business operations resulting from such interruption of **computer systems**: (i) ends; or (ii) could have ended if **you** had acted with due diligence and dispatch. However, in no event will the **indemnity period** exceed 180 days.
Insured, you, or your	means: 1. the **named insured**; 2. a **subsidiary**; 3. **senior executives** and **employees**; 4. an independent contractor, who is a natural person, solely acting in the normal course of the **named insured** or **subsidiary's** business operations while under their direct supervision; 5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and II.B, REGULATORY DEFENSE AND PENALTIES, any person or entity **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the **policy period**, and solely for such person's or entity's liability arising out of the **named insured's** or **subsidiary's** acts (hereafter an additional insured); 6. the estates, heirs, legal representatives, or assignees of any

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	employee or **senior executive** in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the **employee** or **senior executive**, in their capacity as such; and 7. the spouse, domestic partner, or civil partner of any **employee** or **senior executive** solely for such spouse's, domestic partner's, or civil partner's liability resulting from a **claim** against the **employee** or **senior executive**, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a **claim** against the **employee** or **senior executive**, in their capacity as such.
Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a **security failure**.
Invoice Manipulation Loss	means **your** direct net costs, excluding any profit, to provide goods, products, or services to a third party for which **you** are unable to collect payment after transfer of such goods, products, or services to a third party as the direct result of **invoice manipulation**.
Loss	means **business interruption loss**, **computer replacement costs**, **contingent business interruption loss**, **court attendance costs**, **criminal reward costs**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **impersonation repair costs**, **invoice manipulation loss**, **proof of loss preparation expenses**, **reputational harm loss**, **service fraud loss**, and **restoration costs**.
Malicious code	means any type of malicious, unauthorized, corrupting or harmful software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of: 1. electronic data used or stored in any computer system or network; or 2. a computer network, any computer application software, or computer operating system or related network.
Media content	means content in any form, regardless of its nature or medium, including any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs. **Media content** does not include any biometric **personally identifiable information**, computer software, or the actual goods, products, or services described, referenced, illustrated, or displayed in such **media content**.
Merchant service agreement	means any agreement between **you** and a financial institution, payment card company, payment card processor, or independent service operator, that enables **you** to accept credit cards, debit

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	cards, prepaid cards, or other payment cards for payments or donations.
Multimedia wrongful act	means any of the following actually or allegedly committed by **you** in the normal course of **your** business in communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **media content**, including social media authorized by **you**: 1. defamation, libel, slander, trade libel, 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. violation of the rights of privacy of an individual, including false light and public disclosure of private facts; 3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness; 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
Panel Providers	means those firms listed on **our** web site at: www.coalitioninc.com/panel
PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by **you** under the terms of a **merchant service agreement**, but only where such fines or assessments result from a **data breach**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personally identifiable information	means any information about an individual that is required by any federal, provincial, territorial, state, local, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.
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 Policy and specifically excludes any Optional Extended Reporting Period.

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Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of toxic or hazardous substances pursuant to, any governmental, federal, provincial, territorial, state, local, or foreign legislation or agency, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.
Privacy liability	means: 1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**; 2. **your** failure to comply with those provisions in **your privacy policy** that specifically: a. mandate procedures to prevent the loss of **personally identifiable information**; b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual; provided that no **senior executive** knew of or had reason to know of any such conduct; or 3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to 15 U.S.C. 1681, as amended, or any similar state or federal law.
Privacy policy	means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.
Proof of loss preparation expenses	means the reasonable and necessary costs **you** incur with **our** prior written consent for a third party forensic accounting firm to assist **you** with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to **business interruption loss**, **contingent business interruption loss**, **extra expenses** or **reputational harm loss** covered under this Policy.
Public relations event	means: 1. the publication or imminent publication in a newspaper (or

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	other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a **security failure** or **data breach** that has resulted in a covered **claim** under this Policy; and 2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.
Ransomware	means any **malicious code** designated to block **your** access to **computer systems** or **digital assets**, delete or otherwise harm **your computer systems** or **digital assets**, or cause a **security failure**, until a sum of money is paid.
Regulatory penalties	means monetary fines and penalties, including **consumer redress awards**, imposed in a **regulatory proceeding** to the extent insurable under applicable law. **Regulatory penalties** will not mean any: 1. costs to comply with injunctive relief; 2. costs to establish or improve privacy or security practices; or 3. audit, reporting, or compliance costs.
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: 1. the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a **security failure** or **data breach**; or 2. any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity for a violation of the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or any similar federal, state, local, or foreign regulation, provided that such violation arises from a **security failure**, **data breach**, or a **privacy liability**. Other than the foregoing, **regulatory proceeding** does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.
Reputational harm loss	means the net profit that would have been earned before taxes on income, or net loss that would not have been incurred solely and directly as the result of any **adverse publication**.

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	Reputational harm loss does not include any: 1. costs to rehabilitate **your** reputation, including legal costs or expenses; 2. **breach response costs**, **crisis management costs**, **business interruption loss**, **contingent business interruption loss**, or **extra expenses**; 3. costs not directly caused by an **adverse publication**. **Reputational harm loss** will not include net profit that would likely have been earned before taxes on income as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, cyber extortion, or privacy liability impacting other businesses, loss of market, or any other consequential loss. Further, due consideration will be given to the following when calculating **reputational harm loss**: 1. the experience of **your** business before the **adverse publication** and probable experience thereafter during the **reputation indemnity period** had there been no **adverse publication** and to the continuation of normal charges and expenses that would have existed had no **adverse publication** occurred; and 2. any **reputational harm loss** made up or recovered during, or within a reasonable time after the end of, the **reputation indemnity period**.
Reputation indemnity period	means the one hundred and eighty (180) day period that begins at the conclusion of the **reputation waiting period**.
Reputation waiting period	means the amount of time set forth in Item 5.N. of the Declarations that must elapse after the date upon which the **adverse publication** was first published. The **reputation waiting period** cannot be insured.
Restoration costs	means: 1. the reasonable and necessary costs **you** incur to replace, restore, or recreate **digital assets** to the level or condition at which they existed prior to a **security failure** or **systems failure**; or 2. the cost for the most current version of **digital assets** if it is substantially equivalent to (or less than) the original cost of **digital assets**; if such **digital assets** cannot be replaced, restored, or recreated, then **restoration costs** will be limited to the actual, reasonable, and necessary costs **you** incur to reach this determination. **Restoration costs** does not mean and will not include: 1. any costs or expenses incurred to identify, remove, or

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	remediate computer program errors or vulnerabilities; 2. the economic or market value of any **digital assets**, including trade secrets, or the costs to re-perform any work product contained within any **digital assets**; or 3. costs incurred to acquire or install **digital assets** which did not exist immediately prior to the **security failure** or **system failure**.
Retroactive date	means the date specified in Item 9. of the Declarations.
Security failure	means the failure of security of **computer systems** which results in: 1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**; 2. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or 3. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or 4. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password. **Security failure** does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary.**
Senior executive	means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.
Service fraud loss	means direct financial loss that **you** incur as the result of being charged a fee for the fraudulent use of **business services**, including fraudulent use arising from cryptojacking.
Service provider	means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.
Subsidiary	means any organization in which the **named insured**: 1. owns or controls either directly or indirectly, on or before the inception date of this Policy, 50% or more of the outstanding voting stock or shareholder voting power, or has the right to elect or appoint the majority of the board of directors or persons to an equivalent executive

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	management function; and 2. has recognized the revenues in the **application** for this Policy. An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured** ceases to own or control, directly or indirectly, 50% or more of the outstanding voting stock or shareholder voting power, or ceases to control the right to elect or appoint the majority of the board of directors or persons to equivalent executive management functions. The **named insured** will give written notice to **us** of any acquisition or creation of an organization with ownership interest greater than 50% no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period** subject to the following criteria: 1. the newly created or acquired organization has substantially similar business operations; 2. the new organization's gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **application** for this Policy; and 3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER. Where such acquisition or creation does not qualify for the automatic coverage described above, no coverage is granted and such acquired or created organization is not included under this Policy unless and until agreed by **us** in writing. Upon receipt of notice of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium and/or changed terms and conditions.
Systems failure	means any: 1. unintentional, unplanned, or unexpected **computer systems** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or 2. disruption or voluntary shutdown of **computer systems** by **you**, with **our** prior consent, in order to mitigate covered **loss** under this Policy. **Systems failure** does not include any: 1. failure of **hosted computer systems** that results in an

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	outage that extends beyond the services being provided to **you** by **hosted computer systems**; 2. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 3. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**; 4. failure of any computer hardware that has been declared as end-of-life by the original equipment manufacturer; 5. design failure or manufacturing defect in third party computer software or computer hardware.
Tangible property	means items or objects that can be felt or touched. **Tangible property** does not include: 1. **digital assets**; 2. any form of intellectual property, including trade secrets; or 3. money or securities. The value of any covered **tangible property** will be the cost to replace such **tangible property** with property of comparable material and quality. The replacement cost value for any **tangible property** does not include any profit or mark-up that **you** are unable to collect as a result of the loss of **tangible property**.
Third party corporate information	means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which **you** are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.
Waiting period	means the number of hours set forth in Item 5.J. of the Declarations.
We, us, or our	means the insurer(s) providing this Policy.

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POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 1**

OREGON CHANGES

Form Number	CYUSP-OREN-010001-1022-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The first paragraph of SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION AND NON-RENEWAL is deleted and replaced with the following:

   We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating the reason(s) for and when the cancellation or non-renewal will be effective. Where permitted by applicable law, **we** may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is mailed (or ten (10) working days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

2. SECTION VIII, OTHER PROVISIONS, CHOICE OF LAW is deleted and replaced with the following:

   Any disputes involving this Policy will be resolved applying Oregon law.

3. SECTION VIII, OTHER PROVISIONS is amended with the addition of the following:

BANKRUPTCY	**Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations under this Policy. If any person or their legal representative(s) will obtain final judgment against **you** due to **loss** under this Policy and execution thereon is returned unsatisfied by reason of **your** bankruptcy or insolvency, or if such judgment is not satisfied within thirty (30) days after it is rendered, then such person or their legal representative(s) may proceed against **us** to recover the amount of such judgment, either at law or in equity, but not to exceed the Limits of Liability applicable to the **loss**.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 2**

AFFIRMATIVE AI ENDORSEMENT

Form Number	CYUSP-00EN-000035-1124-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IX, DEFINITIONS, is amended by the addition of the following definition:

AI SECURITY EVENT	means the failure of security of **computer systems** caused by any artificial intelligence technology, including through the use of machine learning or prompt injection exploits.

SECTION IX, DEFINITIONS, DATA BREACH, is amended by the addition of the following:

DATA BREACH	**Data breach** includes the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information**, that is unauthorized by **you**, resulting from an **AI security event**.

SECTION IX, DEFINITIONS, FUNDS TRANSFER FRAUD, is amended by the addition of the following:

FUNDS TRANSFER FRAUD	In addition and subject to the terms above, a “fraudulent instruction transmitted by electronic means” as used in this definition, includes a fraudulent instruction transmitted through the use of deepfakes or any other artificial intelligence technology.

SECTION IX, DEFINITIONS, SECURITY FAILURE, is amended by the addition of the following:

SECURITY FAILURE	**Security failure** includes an **AI security event**, which results in: 1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable; 2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**; 3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; 4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or 5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a

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	password

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 3**

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	CYUSP-00EN-040001-1022-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

CERTIFIED ACTS OF TERRORISM	If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following: 1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services, regulatory penalties, PCI fines and assessments**, or any other amount that is otherwise excluded under this Policy.

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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 4**

COALITION CONTROL® - ACTIVE INSURANCE ENDORSEMENT

Form Number	CYUSP-00EN-000034-1124-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. As an active Coalition policyholder, the **named insured** is provided access to **Coalition Control** during the **policy period** to help detect, assess, and mitigate cyber risk. Visit https://www.coalitioninc.com/control to access **Coalition Control**.

2. The following is added to Section IX, DEFINITIONS:

Coalition Control	means Coalition's current version of its proprietary cybersecurity platform that helps policyholders identify, assess, and mitigate cybersecurity exposures. Current Coalition Control offerings include: ● External Attack Surface Monitoring with regular scans and vulnerability reviews to detect risks across a policyholder's external digital footprint, including digital assets, applications and related services, data security threats, business email compromise and other phishing exposures. ● Personalized Cyber Risk Assessment of the policyholder's threat surfaces and guidance on how to remediate vulnerabilities. ● Security Alerts identifying critical vulnerabilities to help protect the policyholder's business. ● Integrations to seamlessly connect with certain cloud-based platforms to enable a unified view of cyber risk. ● Expert Guidance to assist the policyholder in mitigating identified cyber risks, provided by Coalition's in-house security team. Additional services are available to the named insured through Coalition Control. It is within the named insured's sole discretion to engage such additional services, which may require the named insured to enter into a written agreement and to accept the attendant fee structure. Visit https://www.coalitioninc.com/security-offerings for a current list of

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	additional services.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 5**

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	CYUSP-00EN-040007-1022-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM	In accordance with the federal Terrorism Risk Insurance Act, **we** are required to provide **you** with a notice disclosing the portion of **your** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of **your** premium attributable to such coverage, if any, is shown in the Policy Declarations. The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals [80%] of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds $100 billion. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 6**

REPUTATION REPAIR ENDORSEMENT

Form Number	CYUSP-00EN-040014-1022-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of "**Crisis management costs**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion (such agreement not to be unreasonably withheld) to mitigate harm to **your** reputation or to covered **damages**, **loss**, **claim expenses**, **breach response costs**, or **breach response services** due to a **public relations event**: 1. a public relations or crisis management consultant; 2. media purchasing or for printing or mailing materials intended to inform the general public about the **public relations event**; 3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and 4. other costs approved in advance by **us**; Provided that any **crisis management costs** to mitigate harm to **your** reputation must be incurred within twelve months after the first publication of such **public relations event.**

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

SPECIMEN

Coalition

POLICY NO.: C-4LRC-168533-CYBER-2025 **ENDT NO.: 7**

YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT

Form Number	CYUSP-00EN-000029-1022-01
Effective Date of Endorsement	November 13, 2025
Named Insured	Mid Willamette Valley Homeless Alliance
Policy Number	C-4LRC-168533-CYBER-2025
Issued by (Name of Insurance Company)	Coalition Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A **CLAIM** OR **INCIDENT** is deleted and replaced with the following:

WHEN THERE IS A **CLAIM** OR **INCIDENT**	**You** must, as a condition precedent to coverage under this Policy, provide **us** written notice of any **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; or (ii) 90 days after the end of the **policy period** for **claims** made against **you** or **incidents** first discovered by **you**, in the last 60 days of the **policy period.** In the event of an **adverse publication**, such notice will include complete details of the **adverse publication** and date **you** first became aware of such **adverse publication**.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

SPECIMEN