



Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 04/12/2024

Named Insured:

Ryan W Yam
DBA: Dual Minds Psychology
6483 Laguna Mirage Ln,
Elk Grove, CA 95758

Policy #: AR335047

Policy Term: 04/12/2024 - 04/12/2025

Occupation: Licensed Educational
Psychologist

Covered Locations

Professional Liability: Portable Coverage, not location specific

Commercial General Liability: 1460 MARIA LANE, SUITE 300, Walnut Creek, CA 94596

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Professional Liability	\$1,000,000/\$5,000,000
Supplemental Liability	\$1,000,000/\$5,000,000
Licensing Board Defense	\$35,000
Commercial General Liability	\$1,000,000 / \$3,000,000
Fire/Water Legal Liability	\$250,000
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage <i>(for false allegations)</i>
Cyber Liability (Claims Made Retroactive Date: 04/12/2024)	\$15,000

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL PURPOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND
SUPPLEMENTAL LIABILITY POLICY**

This information is completed only when this endorsement is issued subsequent to preparation of the policy:

POLICY CHANGES ARE INDICATED BY AN "X":

- ☐ NAMED INSURED amended to read as shown below.
- ☐ Address of NAMED INSURED is amended to read as shown below .
- ☐ Policy Period amended to read as shown below.
- ☐ Limit(s) of Liability is/are amended to read as shown below.
- ☐ Deductible is amended as shown below.
- ☒ Premium is amended as shown below.
- ☐ Retroactive Date is amended as shown below.
- ☒ Endorsement(s) is/are amended as shown below

In consideration of the premium paid, it is hereby understood and agreed that the following endorsement is added to the policy:

Endorsement change(s):

Additional Insured coverage is added per form(s) PI-PHCP-05 (03/01).

Added Additional Insured(s):

- Mt. Diablo Unified School District

Policy Change(s) effective as of date shown below.

All other terms and conditions of this Policy remain unchanged.

Policy #: AR335047

Effective on or after: 04/12/2024

Issued to: Ryan W Yam DBA: Dual Minds Psychology

Expiration date: 04/12/2025

Endorsement #: 1

Additional Premium: \$60.00

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

Mt. Diablo Unified School District is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Mt. Diablo Unified School District**.

Additional Insured Name and Mailing Address:

Mt. Diablo Unified School District

1936 Carlotta Dr.
Concord, CA, 94519

All other terms and conditions of this policy remain unchanged.

Policy #: AR335047

Effective on or after: 04/12/2024

Issued to: Ryan W Yam DBA: Dual Minds Psychology

Expiration date: 04/12/2025



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS

RYAN W YAM AND WING CHI TONG

6483 LAGUNA MIRAGE LN

ELK GROVE CA 95758-5464

Policy Number: 6147748583

Effective Date: 12-16-24

Expiration Date: 06-16-25

Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2023

Make: VOLKS

Model: ID.4

VIN: 1V2WNPE85PC036339

COVERAGES

LIMITS

DEDUCTIBLES

Bodily Injury Liability

Each Person/Each Occurrence

\$100,000/\$300,000

Property Damage Liability

\$50,000

Uninsured & Underinsured Motorists

Each Person/Each Occurrence

\$30,000/\$60,000

Comprehensive (Excluding Collision)

\$1,000 Ded

Collision

\$1,000 Ded/Waiver

 Lienholder

 Additional Insured

 X **Interested Party**

Dual Minds Psychology

2211 Post St #300

SAN FRANCISCO, CA 94115

Additional Information:

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL PURPOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND
SUPPLEMENTAL LIABILITY POLICY**

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- ☐ Deductible is amended as shown below.
- ☒ Premium is amended as shown below.
- ☐ Retroactive Date is amended as shown below.
- ☒ Endorsement(s) is/are amended as shown below

In consideration of the premium paid, it is hereby understood and agreed that the following endorsement is added to the policy:

Endorsement change(s):

Cyber Liability coverage is added per form(s) PI-PHCP-CYBE-001 (01/17).

Policy Change(s) effective as of date shown below.

All other terms and conditions of this Policy remain unchanged.

Policy #: AR335047

Effective on or after: 04/12/2024

Issued to: Ryan W Yam DBA: Dual Minds Psychology

Expiration date: 04/12/2025

Endorsement #: 3

Additional Premium: \$87.00

ALLIED HEALTH PROFESSIONALS CYBER SECURITY LIABILITY ENDORSEMENT

NOTICE: INSURING AGREEMENT B. INCLUDES CLAIMS MADE AND REPORTED COVERAGE. CLAIMS MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

CLAIM EXPENSES ARE INCLUDED WITHIN THE APPLICABLE LIMIT OF INSURANCE SHOWN ON THE SCHEDULE ANY CLAIM EXPENSES PAID UNDER THIS COVERAGE FORM WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

SCHEDULE

INSURING AGREEMENTS	
A. Security Event Costs	\$15,000 each Security Event
B. Network Security and Privacy Liability Coverage	\$15,000 each Claim
C. Customer Notification Expenses Sublimit	\$15,000 each Security Event
D. Public Relations Expenses Sublimit	\$15,000 each Security Event
CYBER SECURITY ENDORSEMENT AGGREGATE LIMIT OF INSURANCE	\$15,000 all Loss
THIS ENDORSEMENT IS SUBJECT TO THE AGGREGATE LIMIT SHOWN IN THE DECLARATIONS OF THE FOLLOWING COVERAGE PART:	
COVERAGE PART:	Professional and Supplemental Liability
AGGREGATE LIMIT:	\$5,000,000

I. Deductibles (applicable only to the following)

INSURING AGREEMENTS	DEDUCTIBLE
A. Security Event Costs	\$ 0 each Security Event
B. Network Security and Privacy Liability Coverage	\$ 0 each Claim

II. Continuity and Retroactive Dates

INSURING AGREEMENTS	CONTINUITY DATE	RETROACTIVE DATE
A. Security Event Costs	n/a	04/12/2024
B. Network Security and Privacy Liability Coverage	04/12/2024	04/12/2024

Unless otherwise stated, the terms and conditions of this endorsement apply only to the coverage provided by this endorsement.

Throughout this endorsement the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in bold face type have a special meaning found in Section III. DEFINITIONS.

Various provisions in this endorsement restrict coverage. Read the entire endorsement carefully to determine your rights, duties and what is and is not covered.

We will provide coverage only for those insuring agreements for which a premium has been paid as indicated in the SCHEDULE to this endorsement. Our obligation to provide coverage ends when the applicable limit of insurance has been paid.

I. INSURING AGREEMENTS

A. Security Event Costs

We will reimburse you for security event costs incurred that are the direct result of a security breach, privacy breach, or breach of privacy regulations if:

1. the breach first happens after the applicable retroactive date;
2. the breach is first discovered by a knowledgeable person during the policy period and reported to us as soon as practicable but no later than 60 days after the end of the policy period; and
3. the breach involves a violation of a statute, rule, or regulation or your failure to provide required notice to affected individuals pursuant to a consent decree, judgment or settlement entered into with our prior written consent.

B. Network Security and Privacy Liability Coverage

We will pay damages you are legally obligated to pay and claim expenses incurred as a result of a security breach or privacy breach if:

1. the breach first happens after the applicable retroactive date;
2. the claim resulting from the breach is first made during the policy period and reported to us within 60 days after the end of the policy period.

II. INVESTIGATION, DEFENSE AND SETTLEMENT

A. Our Right to Investigate, Defend and Settle

1. We have the right to retain counsel to investigate and respond to a security breach, privacy breach, or breach of privacy regulations covered by this endorsement.
2. We have the right and duty to retain counsel to defend a claim or suit seeking to recover damages covered by this endorsement. If we are prohibited by applicable law from exercising our right to defend we will pay reasonable and necessary legal fees.
3. We have no duty to retain counsel, defend or pay any loss after the applicable limit of liability has been paid.

III. DEFINITIONS

The following definitions apply to the singular and plural forms of the words or terms:

- A. Adverse media report means a broadcast or publication to the general public of a newsworthy event.
- B. Bodily injury means physical injury, sickness, disease, disability, mental anguish, mental injury or emotional distress sustained by a person, including death resulting therefrom at any time.
- C. Claim means a written demand received by you for damages or non-monetary relief, including the service of suit, an arbitration demand, an investigation or proceeding brought by a State's Attorney General or an enforcement action brought by the Federal Trade Commission to protect the privacy rights of consumers that results from a security breach, privacy breach, or breach of privacy regulations.

D. Claim expenses mean:

1. Reasonable and necessary legal fees;
2. expenses incurred in the investigation, adjustment, defense, resolution or appeal of a claim or circumstances a knowledgeable person reasonably believes are likely to result in a claim; and
3. the premium required to post a bond to appeal a judgment that is within the applicable limit of liability.

E. Computer hardware means the physical components of any computer system including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, electronic data storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.

F. Computer program(s) means an organized set of instructions that, when executed, causes a computer to behave in a predetermined manner. Computer program(s) include but are not limited to communications, networking, operating system, and internet hosting applications, data processing and related computer programs used to create, maintain, modify, process, retrieve, store, and/or transmit electronic data.

G. Computer system means an electronic, wireless, web or similar systems (including all computer hardware, computer programs and electronic data) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by you or operated by an authorized independent contractor.

H. Continuity date means the dates set forth as such in the SCHEDULE applicable to the relevant insuring agreement.

I. Corporate Information breach means public disclosure of an organization's non-public information that:

J. Credit protection services means free credit report, identity theft protection services, credit monitoring services, credit freezes or fraud alerts provided to the

affected individuals as appropriate. We will pay only pay for the reasonable and necessary costs and expenses incurred in providing Credit protection services to an affected individual for a period of twelve (12) months beginning on the date of your discovery of the security breach or privacy breach, unless a longer period is required by a statute, rule, regulation, or agreement entered into with our prior written consent.

- K. Customer notification expenses means expenses you are obligated to incur to comply with state or federal privacy legislation mandating notification in the event of the actual or suspected unauthorized access by a third party to non-public personal, financial or medical information of an individual. Customer notification expenses include postage and other expenses you incur to provide the required notification but do not include public relations expenses or amounts paid to a consultant or for vendor services.
- L. Damages means a monetary judgment, award, or settlement, including punitive damages or exemplary damages where not prohibited by any potentially applicable law.

Damages does not mean:

1. multiplied damage awards, fines, taxes, sanctions, statutory penalties, or attorneys fees whether imposed by law, court or otherwise.
2. future profits, restitution, or disgorgement of profits or lost income; or the cost to comply with orders granting injunctive relief, including specific performance, or any agreement to provide such relief;
3. Return, reduction, loss, restitution or offset of fees, charges, royalties, lost profits or commissions for goods or services already provided or contracted to be provided;
4. Liquidated damages, fines or penalties owed under the terms of a contract, judgment, consent decree or settlement;
5. Any amount that may be deemed uninsurable under the law pursuant to which this policy may be construed;
6. Costs or expenses incurred to comply with injunctive, non-monetary or declaratory relief including specific performance or any agreement to provide such relief;
7. Costs or expenses incurred to convert, re-perform or complete any work; or
8. Discounts, coupons, refunds or other incentives offered to your customers or clients.

- M. Denial of service means unauthorized or unexpected interference or malicious attack by any person (s) or entity(ies) that restricts or prevents access to a computer system by persons or entities authorized to gain access to the computer system or digital assets.
- N. Digital assets mean electronic data and computer programs that exist in a computer system. Digital assets do not include computer hardware.
- O. Electronic data means machine-readable information that exists in a computer system, including but not limited to your business information and customer information, other than computer programs.
- P. Electronic media means floppy disks, CD ROM's, hard drives, magnetic tapes, magnetic discs, or any other media on which electronic data is recorded or stored.
- Q. Employee(s) means any individual in your service, including any part-time, seasonal, and temporary employee, who is compensated by salary, wages, fees or commissions and whom you have the right to direct and control, but excluding any of your partners, officers or directors. Employee(s) also include leased workers and independent contractors while acting on your behalf who you have agreed to indemnify in a written contract. Employee(s) also includes volunteers and un-paid interns in your service while performing duties equivalent to those of an employee, who have signed your privacy policy.
- R. Endorsement aggregate limit means the ENDORSEMENT AGGREGATE LIMIT OF INSURANCE for this policy set forth in the SCHEDULE.
- S. Insured means the Named Insured and a Director or Officer of a Named Insured for liability that results from his or her performance of the duties owed to the Named Insured.
- T. Knowledgeable person means your Managing Partner, President, Executive Director, Chairman, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Risk Manager, General Counsel or a person holding a similar position.
- U. Knowingly wrongful conduct means dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which an insured is not legally entitled;
- V. Loss means all amounts we are obligated to pay under this endorsement and includes claim expenses. Loss does not mean and we have no duty to pay or reimburse you for:
 - 1. Restoring, updating or replacing digital assets;

2. Physical damage to the computer hardware or data center
 3. Contractual penalties, liquidated or consequential damages, except those penalties or damages that the insured would be liable for in the absence of a contract or agreement;
 4. Economic or market value of digital assets; or
 5. Costs or expenses incurred to repair, restore, remediate, replace, reprogram, redesign, reconfigure, maintain, identify, patch, remove, or eradicate software program errors or computer system vulnerabilities; or to restore the computer system.
- W. Malicious code means unauthorized and corrupting or harmful computer code, including not limited to computer viruses, spy ware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.
- X. Named Insured means the entity or entities identified in Item One of the Declarations to this Policy or in this endorsement as a Named Insured.
- Y. Non-monetary relief means a written demand for non-economic redress of an injury.
- Z. Newsworthy event means an actual or potential privacy breach, security breach, or violation of privacy regulations that has or is reasonably likely to be publicized to the general public through a media outlet.
- AA. Personally identifiable information means any individual's name in combination with any one or more of the following, whether in electronic or paper format:
1. Social security number;
 2. Driver's license number or any other state identification number;
 3. Non-public medical or healthcare data including protected health information;
 4. Any account number, or credit or debit card number in combination with any required password, access or other security code that would permit access to the financial account;
 5. Non-public personal information as defined in any privacy regulation; or
 6. An animal's name in combination with veterinary records or details of services deemed confidential under applicable law.

- BB. Policy period means the period of time from the effective date to the expiration date specified in the Declarations of the policy to which this endorsement is attached
- CC. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- DD. Privacy breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of your privacy policy, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy breach will also include a corporate information breach.
- EE. Privacy policy means your policies in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of personally identifiable information provided to your employees or third parties.
- FF. Privacy regulations mean statutes and regulations designed and intended to protect the confidentiality and use of personally identifiable information including:
 - 1. Health Insurance Portability and Accountability Act of 1996("HIPAA");
 - 2. Gramm-Leach-Bliley Act of 1999 ("G-L-B");
 - 3. Privacy protection laws enacted by state governments, like the California Database Protection Act of 2003, to control access to and the use of personally identifiable information;
 - 4. Privacy provisions of consumer protection laws, such as the Federal Fair Credit Reporting Act ("FCRA") and the California Consumer Credit Reporting Agencies Act ("CCCRAA");
 - 5. Children's Online Privacy Protection Act;
 - 6. EU Data Protection Act; and
 - 7. Any alleged violation of law regarding the confidentiality of animal records

GG. Professional services means those acts or services requiring specialized knowledge, skill or professional judgment, which you render, or for which any person or entity renders on your behalf, to others pursuant to a written agreement and for a fee or other consideration.

Professional services do not include an insured's obligation to maintain the confidentiality of personally identifiable information.

HH. Property damage means physical injury to tangible property, including all resulting loss of use of such property or loss of use of tangible property that is not physically injured.

II. Public relations expenses, means the reasonable and necessary expenses you incur to re-establish your reputation or public image that was damaged as a direct result of security breach, privacy breach, or breach of a privacy regulation.

Public relations expenses do not include customer notification expenses.

JJ. Reasonable and necessary legal fees means amounts incurred to obtain required legal services for rates that are no higher than the rates we would pay to qualified counsel in the region where the breach occurred or the claim is pending.

KK. Related claims means claims that arise out of a security breach, privacy breach, or breach of privacy regulation that share any causal connection.

LL. Retroactive date means those dates as set forth in the SCHEDULE

MM. Security breach means:

1. Unauthorized access of your computer system or unauthorized use of computer systems including unauthorized access or unauthorized use resulting from the theft of a password from your computer system;
2. A denial of service attack against your computer systems; or
3. Infection of your computer systems by malicious code or transmission of malicious code from your computer systems.

A series of continuing security breaches, related or repeated security breaches, or multiple security breaches resulting from a failure(s) of computer security, shall be considered a single security breach and be deemed to have occurred at the time of the first such security breach.

NN. Security event costs means:

1. Reasonable and necessary legal fees;
 2. Reasonable and necessary costs and expenses you incur in providing the notification required by statutes, rule or regulations, or which you incur to comply with the terms of a judgment, consent decree, settlement, or other legal obligation, including a regulatory fine or penalty where required by law;
 3. Computer forensic costs of outside experts retained to determine the scope, cause, or extent of any theft or unauthorized disclosure of information, but such expenses do not include amounts paid to or incurred by an insured or employees;
 4. Amounts paid to obtain credit protection services for individuals affected by the security breach;
 5. Expenses incurred to mitigate harm to your brand or reputation following an adverse media report;
 6. Customer notification expenses, but only if an amount is shown in the SCHEDULE for the Customer Notification Expenses Aggregate Sublimit; and
 7. Public relations expenses, but only if an amount is shown in the SCHEDULE for Public Relations Expenses Aggregate Sublimit
- OO. Unauthorized access means the gaining of access to a computer system by an unauthorized person or persons.
- PP. Unauthorized use means the use of a computer system by an unauthorized person or persons or an authorized person in an unauthorized manner.

IV. EXCLUSIONS

This endorsement does not provide coverage for any Loss arising out of or attributable, directly or indirectly, to:

- A. Any failure, outages, or disruption of power, utility services, satellites, or telecommunications external services not under your direct operational control, including electrical disturbances, surge, brownout, or blackout;
- B. Any seizure, destruction or damage to, or loss of use of, the computer system or electronic data arising out of any action of a governmental authority, including any delay caused by the restrictions or requirements imposed by any governmental authority;

- C. Fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God, or any other physical event or peril, unless explicitly covered under this policy;
- D. Failure to ensure that the computer system is reasonably protected by security practices and systems maintenance procedures;
- E. Any loss, circumstance, act, error, or omission committed prior to the inception date, if on or before the inception date of this policy a knowledgeable person knew or could reasonably have foreseen such circumstance, act, error, or omission may be the basis of any loss under the Insuring Agreements or covered cause of loss;
- F. Any loss or circumstance you previously provided notification of to a prior insurer;
- G. Any discharge, dispersal, release or escape of any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste (including but not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials) into or upon land, the atmosphere or any water-course or body of water or any cost or expense arising out of any direction, request or voluntary action to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants;
- H. Ordinary wear and tear or gradual deterioration of the computer system or digital assets;
- I. Any actual or alleged bodily injury; provided, however, that this exclusion shall not apply to mental injury, mental anguish or emotional distress with respect to any otherwise covered claim under Insuring Agreements B. Network Security and Privacy Liability Coverage;
- J. Infringement, misappropriation or violation of any patent, copyright, trademark, service mark, trade dress, trade name, or other intellectual property right;
- K. Any employment practices or harassment of any person or entity on any basis, including but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, marital status, sexual orientation or pregnancy;
- L. The rendering of or failure to render professional services;
- M. Any knowingly wrongful conduct on the part of an insured, however, we will pay claim expenses incurred before a determination is made that the wrongful conduct occurred as evidenced by a finding of fact, judgment, admission, plea of nolo contendere or no contest;

- N. Any guarantee, representation or promise you make relating to contract price, costs, cost savings, return on investment or profitability, including your failure to meet cost guarantees, representations or contract price;
- O. Any contractual liability or obligation or any breach of any contract, including any liability of others assumed by you, unless such liability would have attached to you even in the absence of such contract;
- P. Any failure to effect or maintain any insurance or bond;
- Q. Any violation of the Securities Exchange Act of 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or Securities Law or rules, regulations or amendments issued in relation to such acts, or any similar state, federal or foreign statutes or regulations;
- R. Any claim brought by, on behalf of, or at the behest of, or for the benefit of any insured;
- S. Any pending or prior litigation as of the continuity date of this endorsement as well as all future claims or litigation based on the prior litigation derived from the same or essentially the same facts (actual or alleged) that gave rise to the prior or pending litigation;
- T. Any act committed prior to the policy period and subsequent to the retroactive date for which you gave notice under any prior insurance policy or which any knowledgeable person had any basis to believe might reasonably be expected to give rise to a claim under this endorsement;
- U. Any unsolicited electronic dissemination of faxes, emails, or other communications to multiple actual or prospective customers by you or any other third party, including actual or alleged violations of:
 - 1. The Telephone Consumer Protection Act (TCPA) as amended;
 - 2. The CAN-SPAM Act of 2003 as amended; or
 - 3. Any other federal, state or foreign anti-spam or telemarketing statute;
- V. Any express warranties or guarantees or any liability you assume under contract unless you would have been legally liable in the absence of such contract;
- W. Any dispute involving your fees or charges, or for any alleged inaccurate, inadequate or incomplete description of the price of your goods, products or services; or

- X. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance.

V. POLICY TERMS AND CONDITIONS

A. Limits of Insurance

1. We shall not be liable for more than the endorsement aggregate limit shown in the SCHEDULE during a policy period. The endorsement aggregate limit shown the SCHEDULE is the most we will pay for all loss under this endorsement. The endorsement aggregate limit applies without regard to the number of: security breaches; privacy breaches; breaches of privacy regulations; claims; or claimants.
2. Any sub-limits shown in the SCHEDULE are part of, subject to, included within, and do not increase, the endorsement aggregate limit. The limits shown the SCHEDULE for each individual Insuring Agreement is the most we will pay for loss under that Insuring Agreement.
3. The Customer Notification Expenses Aggregate Sublimit set forth in the SCHEDULE is the most we will pay for customer notification expenses under this endorsement.
4. The Public Relations Expenses Aggregate Sublimit set forth in the SCHEDULE is the most we will pay for public relations expenses under this endorsement.
5. All loss resulting from, related claims is subject to the applicable each claim in the policy in effect at the time the earliest of the related claims was reported.
6. The endorsement aggregate limit shall be part of, subject to, and not in addition to, the Aggregate Limit of Liability set forth in the Declarations of the policy to which this endorsement is attached.

B. Deductible

1. We shall be liable only for loss or claim in excess of the applicable deductible shown in the SCHEDULE. The deductible applies separately to each security event or claim.
2. We have no obligation to pay loss until the deductible has been paid.

C. In Case of Loss

1. If a knowledgeable person has information from which it may be reasonably concluded that a security breach, privacy breach, or breach of privacy regulations has occurred written notice must be provided to us as soon as

practicable, but in no event later than 60 days after the end of the policy period.

2. No coverage is provided under this endorsement for any loss paid or incurred or settlement entered into without our prior written consent, which will not be unreasonably withheld. This consent requirement can be waived, at our sole discretion, if we determine that it was not possible for the insured to obtain our consent and the loss was paid or incurred to mitigate loss.
3. You must provide evidence of the loss for which you are seeking coverage under this endorsement. You must provide detailed proof of all circumstances leading to the loss event, including the loss amount justification, as soon as practicable, but under no circumstances later than sixty (60) days after the loss event. You will provide us with details of the loss, threat or failure, including a description of the incident and as applicable, a description of the equipment involved, system logs, security logs, statements from outside experts or consultants, and a description of the digital assets involved.
4. You must take all reasonable steps to protect the computer system to prevent additional loss or damage. These reasonable steps include taking all necessary and reasonable measures to ensure that all traces of malicious code have been removed prior to using the computer system. Any additional loss resulting from the original malicious code will be subject to a separate deductible, which will be one hundred and fifty percent (150%) of the original deductible.
5. It is your sole responsibility to report the loss to any applicable governmental authorities, if appropriate.
6. To recover loss under Insuring Agreement A. you must complete and submit to us a signed Final Statement of Loss, in written or electronic form. Unless we agree to an extension the Final Statement of Loss must be submitted within one hundred and twenty (120) days after the security breach, privacy breach or breach of privacy regulations is discovered by a knowledgeable person and must include completed description of the circumstances that resulted in the loss and a calculation of the loss. The Final Statement of Loss must be duly sworn to by your Chief Financial Officer or by another officer of equal authority.
7. You must provide us all information and assistance that we reasonably request and cooperate with us and our designated representatives in the investigation and adjustment of any loss and the defense or resolution of any claim. Once we pay the adjusted covered loss, receipt of reimbursement will constitute a full release of our liability under this endorsement.

D. Subrogation, Salvage and Recoveries

It is agreed that upon payment of any loss or claim under this endorsement, we shall become subrogated to all your rights, title, interest and causes of action with respect to such loss or claim. You must do nothing after loss or claim to impair those rights.

In the case of recovery after payment for any loss or claim under this endorsement, the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding your own labor or establishment costs, shall be applied in the following order:

1. To reimburse you in full for the part, if any, of such loss or claim that exceeds the amount of loss or claim paid under this endorsement (excluding the amount of any applicable deductible);
2. The balance if any, or the entire net recovery if no part of such loss or claim exceeds the amount of loss or claim paid under this endorsement to reimburse us;
3. To that part of such loss or claim you sustained by reason of the Deductible shown in the SCHEDULE and/or to that part of such loss or claim is covered by any policy(ies) of insurance to which this endorsement is excess.

E. Other Insurance

Except for customer notification expenses and public relations expenses, coverage provided under this endorsement shall be shared proportionally with any valid and collectible insurance provided to you by other insurers.

Customer notification expenses and public relations expenses shall be considered primary insurance under this endorsement.

F. Headings

The descriptions in the headings of this endorsement attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

- G. If coverage is provided under more than one Insuring Agreement for the same claim or loss, the maximum applicable deductible shall be the highest applicable deductible that applies under any Insuring Agreement providing coverage.

In the event that loss is covered by more than one Insuring Agreement of the endorsement, the policy to which it is attached or any other policy issued by us we will not pay more than the lesser of the actual loss or the highest available Limit of Liability of the applicable Insuring Agreement or policy.

- H. Extended Reporting Period - Applicable to Insuring Agreement B.

1. If we or you cancel or refuse to renew this endorsement, we will provide to you a twelve (12) month Automatic Extended Reporting Period of the coverage granted by this endorsement, at no additional charge, for any claim first made against you and reported to us during the twelve (12) month extension period but only as respects acts, errors or omissions committed after the retroactive date (if any) stated in the SCHEDULE and prior to the date of cancellation or non-renewal.

In the event you purchase replacement coverage for this endorsement, said twelve (12) month Automatic Extended Reporting Period will terminate upon the effective date of said replacement coverage.

2. Terms and Conditions of Basic and Supplemental Extended Reporting Period
 - a. At policy renewal, our offer of a different premium, deductible, limit of insurance, or change in policy language shall not constitute non-renewal for the purposes of granting the optional extended reporting period.
 - b. The limit of insurance for the extended reporting period shall be part of, and not in addition to, our limit of insurance for the policy period.