



December 29, 2023

Mr. Blake Antrim
NOVATAE RISK GROUP, LLC
144 TURNPIKE RD STE 150
SOUTHBOROUGH, MA 01772-2121

Re: Motion Inc
Epack 3
Policy Number 652296917
Expiration Date 01/01/2025

Dear Sir or Madam:

We are pleased to enclose Policy Number 652296917 for Motion Inc. Please review the policy carefully. Should you detect any problem, please contact me as soon as possible.

If commissions or other compensation are payable hereunder, Insurance Producer will comply with all applicable federal and state laws, rules, regulations and/or orders governing disclosure by an agent, broker or producer to an insured or prospective insured of commissions or other compensation.

Also enclosed you will find an invoice for this policy transaction. To increase the efficiency of our operations, we have combined the policy processing and billing functions within Financial Lines. Please return the net amount due and a copy of the invoice to the address noted on the invoice.

Please note that CNA offers a broad array of industry leading products. To learn more about these products, please visit our website at www.cna.com

We appreciate the opportunity to do business with Motion Inc and with you. If you should have any comments, questions, or concerns, please do not hesitate to contact me.



PREMIUM NOTICE

Insured: Motion Inc
Date: 12/29/2023
Producer: NOVATAE RISK GROUP, LLC

Company: Continental Casualty Company

THIS NOTICE IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: 652296917
Policy Period: From 01/01/2024 to 01/01/2025

PRODUCT	EFFECTIVE DATE	PREMIUM
Epac 3	01/01/2024	\$3,054.00

* The amount displayed includes taxes and fees, and surcharges (if applicable).

TOTAL POLICY PREMIUM	\$3,054.00
TOTAL INSTALLMENT PREMIUM	\$3,054.00



**Epac 3
GENERAL TERMS AND CONDITIONS
DECLARATIONS**

NOTICE:

THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

NAMED INSURED AND ADDRESS		PRODUCER
Item 1. Attn:	Motion Inc 2360 Main St #201 Rocky Hill, CT 06067	NOVATAE RISK GROUP, LLC Blake Antrim 144 TURNPIKE RD STE 150 SOUTHBOROUGH, MA 01772-2121
CUSTOMER NUMBER		INSURER
597194		Continental Casualty Company
POLICY NUMBER		151 North Franklin Street
652296917		Chicago, IL -60606

Item 2. **Policy period:** 1/1/2024 to 1/1/2025 12:01 a.m. local time per address Item 1.

Item 3. Notices to Insurer

Claims:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Email: SpecialtyNewLoss@cna.com
Fax Number: 866-773-7504

All other notices:
CNA Global Specialty Lines

Item 4. **Extended reporting period:** Not Applicable

Item 5. **Liability coverage parts:** Media Liability Coverage Part

Non-liability coverage parts: N/A

Item 6. Combined Maximum Aggregate Limit of Liability for all **liability coverage parts** (including **defense costs**):

Yes \$1,000,000 No

These Declarations, along with the completed and signed **Application**, the policy, and any written endorsements attached shall constitute the contract between the **Insureds** and the Insurer.

Authorized
Representative:

Date: 12/29/2023



SCHEDULE OF FORMS AND ENDORSEMENTS

Form Name	Form Number	Form Edition Date
AMEND DEFINITION OF INSURED PERSON ENDORSEMENT (MEDIA LIABILITY COVERAGE PART) (MED)	CNA-99100-XX	07/2020
CONDITIONAL RENEWAL ENDORSEMENT CONNECTICUT	CNA-88892-CT	06/2017
AMEND EXTENDED REPORTING PERIOD ENDORSEMENT (MED)	CNA-99729-XX	09/2020
AMENDATORY ENDORSEMENT - CONNECTICUT	CNA-93281-CT	07/2021
CANCELLATION, TERMINATION AND NON-RENEWAL ENDORSEMENT - CONNECTICUT	CNA-93283-CT	07/2021



NOTICE:

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY

Item 1. **Named Insured:** Motion Inc

Item 2. Aggregate Limit of Liability (including **defense costs**): \$1,000,000

Item 3. Limits of Liability and Retentions:

Insuring Agreement:	Limit of Liability:	Retention:
Media Liability	\$1,000,000 per each claim	\$5,000 per claim

Item 4. N/A

Item 5. **Retroactive date:** 1/1/2021

These Declarations, along with the completed and signed **application**, and the policy shall constitute the contract between the **insureds** and the Insurer. Only coverages shown in Item 3 or Item 4 above will be afforded coverage in this Coverage Part.

Authorized Representative:

Date: 12/29/2023

**GENERAL TERMS AND CONDITIONS**

In consideration of the premium, and in reliance upon the **application**, we agree to provide you with the following coverage subject to the terms and conditions of this policy:

I. PREFACE

A Coverage Part is included within this policy and affords coverage only if the Coverage Part is purchased as indicated by a corresponding limit of liability in the respective Coverage Part Declarations.

The terms and conditions in each Coverage Part apply only to such Coverage Part and will not apply to any other Coverage Part.

If any provision in the General Terms and Conditions is inconsistent with the terms and conditions of any applicable Coverage Part, the terms and conditions of such Coverage Part will control.

Bolded terms in the policy will have the special meaning set forth in the definitions. The terms “we”, “us”, and “our” mean the Insurer named on the General Terms and Conditions Declarations; the terms “you”, “your”, and “yours” mean any **insured**.

II. SUPPLEMENTARY BENEFITS**A. Mediation Retention Reduction**

If, prior to, or within sixty (60) days of the service of suit or the institution of arbitration proceedings, we and the **named insured** agree to use a non-binding alternative dispute resolution process to resolve any **claim** reported to us, and such **claim** is entirely resolved through such process, then we will reduce the Retention applicable to such **claim** by the lesser amount of fifty percent (50%) of such Retention or ten thousand (\$10,000) dollars.

B. Proceeding Expenses Reimbursement

If we request an **insured person's** presence at a trial, hearing, deposition, mediation, or arbitration, we will pay up to \$250.00 per day, per **insured person** for reimbursement of costs and expenses incurred in connection with such presence, subject to a maximum of \$2,500 per **claim**, per **policy period**. Such payment will be in addition to the applicable limit of liability and no Retention will apply.

C. Pre-Claim Expenses

In the event a **noticed matter** later gives rise to a covered **claim**, then we will credit the **pre-claim expenses** that you have paid up to ten percent (10%) of the applicable Retention for such **claim**.

III. DEFINITIONS

Any defined word not defined in the General Terms and Conditions will have the meaning assigned to it in the applicable Coverage Part.

Application means any signed application, including its warranty and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy or any other policy of which this policy is an indirect or direct renewal.

Bodily injury means any actual or alleged bodily injury, sickness, disease, death, emotional distress or mental anguish of any natural person.



GENERAL TERMS AND CONDITIONS

Change of control means when: (i) the **named insured** merges into another entity and is no longer the surviving entity; (ii) another person(s) or entity(ies) acquires such an ownership interest in the **named insured** to exercise **management control**; or (iii) the **named insured** emerges from bankruptcy.

Clean-up costs mean any fees, costs, or expenses, including legal and professional fees, incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying, or assessing the effects of **pollutants**.

Extended reporting period means the additional period of reporting time purchased by an **insured** after termination, cancellation, or non-renewal of this policy within which to report a **claim** subject to the provisions of Section V Extended Reporting Period for Liability Coverage Parts Only.

Financial insolvency means: (i) the appointment by a federal, state or local agency or court of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official, to take control of, supervise, manage, or liquidate an **insured entity** or **outside entity**; (ii) an **insured entity** becoming a debtor in possession under United States bankruptcy law or any equivalent foreign bankruptcy law; or (iii) when an **insured entity** can establish affirmatively it is unable at the present time, or in the future, to pay its debts in the ordinary course of business.

Independent contractor means any natural person working for an **insured entity** in the ordinary course of such **insured entity's** business, and in the capacity of an independent contractor, pursuant to a written agreement for services between such **insured entity** and either (i) such natural person; or (ii) any other entity acting on behalf of such natural person.

Insured entity means the **named insured** or any **subsidiary**, including any such entity as a debtor in possession under United States bankruptcy law.

Insured person will have the meaning designated in the respective Coverage Part.

With respect to any **liability coverage part**, **insured person** will also include: (i) assigns, estates, heir, legal representatives, or assigns of any **insured person** in their capacity as such, provided such **insured person** is deceased or legally incompetent; or (ii) a spouse or domestic partner of an **insured person** in their capacity as such, or due to legal ownership of property identified as potential recovery relief. There will be no coverage afforded under this policy for any act, error or omission of an estate, heir, legal representative, assign, spouse or domestic partner.

Liability coverage part means those Coverage Parts set forth in Item 5 of the General Terms and Conditions Declarations.

Management control means:

- (i) owning or controlling more than fifty-percent (50%) of the outstanding securities, shares or equity ownership representing the right to control an entity as evidenced by the present power to elect, designate or appoint the majority of the board of directors, management committee members or management board members; or
- (ii) having the present right, pursuant to written contract or an organizational document, to elect, designate or appoint the majority of the board of directors, management committee members or management board members of an entity.

Named insured means the entity set forth in Item 1 of the General Terms and Conditions Declarations.

Non-liability coverage part means those Coverage Parts set forth in Item 5 of the General Terms and Conditions Declarations.

Noticed matter means any written notice of circumstance which we have accepted under a **liability coverage part**.

GENERAL TERMS AND CONDITIONS

Policy period means the time period from the inception date to the expiration date of this policy set forth in Item 2 of the General Terms and Conditions Declarations, or any such earlier termination or cancellation date. **Policy period** will also include the **extended reporting period**, if purchased.

Pollutants mean any actual or alleged: (i) solid, liquid, gaseous, thermal or radioactive irritant or contaminant, acids, alkalis, chemicals, fumes, smoke, soot, vapor, waste or waste materials to be recycled, reclaimed or reconditioned, or disposed; or (ii) air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, or any noise.

Pollution means any actual, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **pollutants**. **Pollution** also includes any regulation, order, direction, or request to test, monitor, clean up, remove contain, treat or detoxify or neutralize any **pollutants**.

Pre-claim expenses mean the reasonable and necessary fees, costs, and expenses incurred by an **insured** in responding to or defending a **noticed matter**, on or after the date we accepted the notice of circumstances and prior to the date the **noticed matter** became a **claim**. **Pre-claim expenses** will not include **overhead expenses**, **demand response costs** or any fees, costs, or expenses incurred by an **insured** as a result of any **routine examination** or **anti-bribery** investigation, examination, or request. We have the right to determine the reasonableness, necessity, and allocation of the **pre-claim expenses** (including the right to apply any applicable **claim** exclusions to the **pre-claim expenses**).

Property damage means any actual or alleged damage to, or destruction of, any tangible property including loss of use or diminution of value.

Related claims mean all **claims** that are based upon, arising from, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, or **wrongful acts**.

Responsible person means the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, the General Counsel, the Risk Manager or such functionally equivalent positions of the **named insured**.

Routine examination means any routine examination, routine inspection, sweep examination, general requests for information, or any other similar reviews, inquiries, or investigations.

Subsidiary means any: (i) entity while under the **management control** of an **insured entity**; or (ii) charitable trust, political action committee or foundation while such entity is controlled by the **named insured**.

IV. LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS

If Item 6 of the General Terms and Conditions Declarations is elected then the amount indicated in item 6 will be the maximum aggregate amount we will pay for all **loss** regardless of the number of **claims**, parties or requests for coverage under all **liability coverage parts** combined.

If Item 6 of the General Terms and Conditions Declarations is not elected then the amount indicated in Item 2 of the respective **liability coverage part** Declarations will be the maximum aggregate amount we will pay for all **loss** regardless of the number of **claims**, parties or requests for coverage in such Coverage Part.

Defense costs are part of and not in addition to the limit of liability set forth in Item 6 of the General Terms and Conditions Declarations or Item 2 of the respective **liability coverage part** Declarations. Our payment of any **defense costs** will erode and may exhaust the limit of liability.

The respective Declarations for the **non-liability coverage parts** will reflect the maximum amount we will pay for such non-liability coverage.



Coverage Part Declarations will also identify the applicable Retention, if any. Any Retention will be uninsured and your responsibility to pay. If there are two Retentions that apply to the same **claim**, we will only apply the higher Retention.

Any **defense costs** or any sublimited coverage will be part of, and not in addition to, the aggregate limit of liability of that Coverage Part or the combined maximum aggregate limit of the policy.

All premiums, limits, Retentions, **loss** and other amounts under this policy are expressed and payable in United States of America currency unless the parties agree in writing otherwise.

V. EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGE PARTS ONLY

If this policy is terminated, cancelled or non-renewed for any reason other than non-payment of premium or a **change of control**, you have the right to elect an **extended reporting period** for **liability coverage parts** for the additional period(s) and additional premium set forth in Item 4 of the General Terms and Conditions Declarations.

You must notify us in writing of this election within sixty (60) days after the non-renewal, cancellation, or termination. If you do not elect within this time frame, you will have waived your right to purchase the **extended reporting period**.

A purchased **extended reporting period** will extend to selected Coverage Parts coverage for a period of time but only to **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **wrongful acts** that occurred prior to the date of such termination, cancellation or non-renewal.

The purchased **extended reporting period** becomes part of the **policy period**. Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**. There will be no additional limit of liability for the **extended reporting period**.

VI. NOTICE AND REPORTING

A. Reporting a Claim in any Liability Coverage Part

As a condition precedent to our policy obligations, you must provide written notice of a **claim** as soon as practicable after a **responsible person** first becomes aware of such **claim**.

- (i) If the policy has been renewed with us, we will not assert that the notice of a **claim** is untimely unless we have been prejudiced by such late notice.
- (ii) If the policy has not been renewed with us, you must at the very latest, submit written notice of a **claim** no later than:
 - (a) ninety (90) days after the **policy period** terminates or expires, if there is no extended reporting period; or
 - (b) the expiration date of the purchased **extended reporting period**.

B. Reporting a Notice of Circumstances in any Liability Coverage Part

- (i) If during the **policy period** you first become aware of circumstances that may give rise to a **claim**, you may elect to submit a written notice of circumstance to us. Such written notice must contain a description of the circumstances, the nature of the **wrongful act**, persons involved and the nature of the relief sought.
- (ii) Any subsequent **claim** that is based upon or arises out of a **noticed matter** will be deemed to have first been made in the **policy period** in which we accepted the notice of circumstances.

GENERAL TERMS AND CONDITIONS

- C. **Non-liability coverage parts** will have their own reporting provisions.
- D. Except with respect to any applicable **pre-claim expenses** described in Section II Supplementary Benefits paragraph C we will not provide coverage for fees, costs, or expenses incurred prior to the time a **claim** is noticed, even if such fees, costs, or expenses benefit the defense of a covered **claim**.

E. Notice Mailing

Written notices of a **claim** or circumstance should be directed to us at the mailing address or email address indicated in Item 3 of the General Terms and Conditions Declarations. A notice on one Coverage Part will be deemed notice to all Coverage Parts. All other notices should be sent to us at the address or email set forth in Item 3 of the General Terms and Conditions Declarations.

We will send all correspondence to you at the address set forth in Item 1 of the General Terms and Conditions Declarations.

We will consider the effective date of notice to be the date of mailing with sufficient proof of mailing.

VII. RELATED CLAIMS

All **related claims** will be treated as one **claim** first made on the date the first of such **related claims** was first made or deemed made according to the provisions of the applicable Coverage Part of this policy.

VIII. COOPERATION AND CONSENT

You agree:

- (i) to provide us full cooperation, assistance, and any information we may reasonably request when seeking coverage under this policy;
- (ii) to do nothing that may increase our liabilities or prejudice our potential or actual rights of recovery or subrogation;
- (iii) not to incur any **loss**, or any other costs or expenses for which you are seeking coverage under this policy, or admit any liability or assume any contractual obligation, without our prior written consent; and
- (iv) not to accept or consent to any settlement, or make any offer of settlement, or stipulate to any judgment, without our prior written consent; however, our consent will not be required if you can settle the **claim**, including all **related claims** and **loss** (including **defense costs**) for an aggregate amount that does not exceed the Retention.

We will:

- (a) have the right to make any reasonable investigation into any **claim** or **noticed matter** that we deem necessary or appropriate;
- (b) make any settlement of any **claim** that we deem reasonable, provided such settlement is made with your consent;
- (c) not withhold written consent unreasonably; and
- (d) not be liable for any **loss**, or any other costs or expenses for which you are seeking coverage under this policy, or admission of liability, or any contractual obligation unless we have provided prior written consent.

IX. APPLICATION

We have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**, which is incorporated into this policy.

GENERAL TERMS AND CONDITIONS

If the **application's** statements, representations, and information contain any actual or knowing misrepresentations or omissions which materially affect our acceptance of the risk or the hazard assumed by us under this policy, then we will not cover **loss** in connection with any **claim**:

- (i) against an **insured person** based upon or arising out such misrepresentations or omissions if that **insured person** had actual knowledge of such misrepresentations or omissions;
- (ii) against an **insured entity** based upon or arising out such misrepresentations or omissions if the Chief Executive Officer, Chief Financial Officer or such functionally equivalent positions of the **named insured** had actual knowledge of such misrepresentations or omissions.

The **application** will be considered a separate request for coverage by each **insured person**. We will not rescind or void this policy with respect to any **insured**.

X. CHANGE OF CONTROL

With respect to any **liability coverage part**:

In the event of a **change of control**, the premium will become fully earned as of the effective date. We will not be liable for any **wrongful act** committed, attempted, or allegedly committed or attempted by any **insured** after the effective date of a **change of control**. We will however, continue to provide coverage until the policy is otherwise cancelled, terminated, or expires, but only for **wrongful acts** by any **insureds** prior to the date of a **change of control**. The extended reporting provision in Section V will not apply to a **change of control** event.

If you notify us in writing at least sixty (60) days prior to the **change of control**, we will provide you with proposed additional terms and conditions for run-off coverage subject to an additional premium and payment by you.

Non-liability coverage parts will have specific change of control provisions applicable to such Coverage Part.

XI. SUBSIDIARY

With respect to any **liability coverage part**:

A **subsidiary** and its **insureds** acquired or created before or during the **policy period** will be afforded coverage for a **claim** arising from **wrongful acts** which occur while that **subsidiary** is under the **management control** of an **insured entity**. There will be no acquisition threshold with respect to any **subsidiary**.

If an **insured entity** ceases **management control** of a **subsidiary** during the **policy period**, coverage will continue until the policy is otherwise terminated or cancelled, but coverage will apply to such **subsidiary** and its **insureds** only for **claims** for **wrongful acts** which occurred prior to such cessation.

XII. CANCELLATION OR TERMINATION

This policy may only be cancelled or terminated by one of the following events:

- (i) by us, for nonpayment of premium, in which event we will send you a written notice twenty (20) days prior to the effective date of such cancellation;
- (ii) by the **named insured** for any reason if we receive written notice twenty (20) days prior to the date the policy should be cancelled; or
- (iii) the expiration of the **policy period**.

Any returned premium will be computed on a pro rata basis.

XIII. SUBROGATION AND RECOUPMENT

**GENERAL TERMS AND CONDITIONS**

If we pay any **loss** or other similar cost or expense under this policy, we reserve all rights to subrogation. We will not subrogate against you. You agree that we have the right to recoup any amount paid to you, or on your behalf, if such amount was not owed under this policy.

Any amounts recovered by subrogation or recoupment, less costs expended for the recovery, will be applied to the limit of liability of the applicable Coverage Part.

XIV. GENERAL POLICY PROVISIONS

The **named insured** agrees to act on behalf of all **insureds** with respect to:

- (i) providing or receiving any notice;
- (ii) the payment of any premiums;
- (iii) receiving any applicable return premiums; and
- (iv) agreeing to and acceptance of any endorsements.

This policy, including the **application**, constitutes the entire contract existing between you and us or any of our agents relating to this insurance.

The provisions of this policy cannot be waived or changed except by written endorsement issued to form a part of this policy. We will not be bound by any assignment of interest under this policy unless this assignment is specifically endorsed to the policy.

XV. REFERENCE TO LAW

Any reference to United States law will also include United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent foreign law.

XVI. FINANCIAL INSOLVENCY

Financial insolvency will not impact our obligations, rights or defenses under this policy. We will not object to your efforts to obtain relief or stay from any injunction issued as a result of **financial insolvency**.

XVII. ACTION AGAINST THE COMPANY

No action may be taken against us unless, as a condition precedent, there has been full compliance with all the terms and conditions of this policy. Further, no person or entity will have any right under this policy to join us as a party to any action against any **insured** to determine such **insured's** liability, nor can we be impleaded by the **insured** or legal representatives of such **insured**.

XVIII. STATE AMENDATORY INCONSISTENCY STATEMENT

In the event that there is an inconsistency between the terms and conditions of this policy and any state amendatory endorsement, where permitted by law, we will apply the terms and conditions that are most favorable for you.

XIX. TERRITORY

Coverage will apply worldwide. This policy does not provide coverage for any **insured**, transaction, that part of **loss**, or other similar cost or expense that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.



GENERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, we have caused this policy to be executed by our Chairman and Secretary, but this policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

A handwritten signature in black ink, appearing to be 'A. M. ...', is written below the Chairman label.

Secretary

A handwritten signature in black ink, appearing to be 'S. B. ...', is written below the Secretary label.



December 29, 2023

Mr. Blake Antrim
NOVATAE RISK GROUP, LLC
144 TURNPIKE RD STE 150
SOUTHBOROUGH, MA 01772-2121

Re: Motion Inc
Epack 3
Policy Number 652296917
CNA Customer Number 597194

Dear Mr. Antrim:

The captioned account is nearing its renewal date of 01/01/2025. We have made several attempts to secure renewal information but we have been unsuccessful.

Please contact us to discuss this renewal. If we do not hear from you prior to the expiration date of this policy, we will assume that coverage is no longer desired.

We look forward to hearing from you.

Sincerely,

Katrina Cromwell
Underwriting Specialist
(407) 804-5147

katrina.cromwell@cna.com

**MEDIA LIABILITY COVERAGE PART**

In consideration of the premium and subject to the Declarations and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENT**A. Media Liability**

We will pay **loss**, including **loss** for **indemnity liability**, arising from a **claim** against any **insured** first made during the **policy period** alleging **wrongful acts** by an **insured**, or by someone for whose **wrongful acts** an **insured** is legally liable.

B. Subpoena Assistance

We will pay **subpoena expenses** arising from a subpoena first served upon an **insured** during the **policy period** provided that the:

- (i) subpoena arises out of a lawsuit to which the **insured** is not a party;
- (ii) **insured** has not been retained by any party to the lawsuit to provide advice or testimony in connection with the lawsuit;
- (iii) subpoena arises from such **insured's media activity** which occurred during the **policy period**; and
- (iv) **insured** requests in writing during the **policy period** our assistance in responding to such subpoena prior to responding to the subpoena, including engagement of defense counsel.

If we accept the request for coverage for such **subpoena expenses**, the request will be deemed to be a **noticed matter**.

II. RETENTION CREDITS**A. Risk Mitigation Retention Credit**

In the event of a **claim**, we will reduce the Retention by the lesser amount of fifty percent (50%) of the Retention or ten thousand dollars (\$10,000), provided you can offer us satisfactory documentation of meeting three (3) of the following four (4) conditions prior to the filing of such **claim**:

- (i) a written contract, with final project approval and any interim midterm changes, approved in writing by the client;
- (ii) **material**, created by an **insured** for the client, that has been reviewed and approved by the **insured's** editorial staff or an outside media counsel prior to dissemination;
- (iii) release forms obtained prior to, or simultaneous with, receiving any **material** for a client from any agent or **independent contractor**;
- (iv) continuing education completed within twenty-four (24) months of such **claim**, on current media and libel laws for those employees who create **material** on behalf of the **insured entity**.

B. Settlement Retention Credit

With respect to the settlement of a **claim**, if you and the claimant consent to the initial settlement offer, as recommended by us, within thirty (30) days of being made aware of such offer by us, we will reduce the applicable Retention for such **claim** by the lesser amount of ten percent (10%) of the Retention or ten thousand dollars (\$10,000) provided the settlement exceeds the Retention and such Retention has been paid by the **insured**.

In the event that one **claim** is eligible for the Risk Mitigation Retention Credit, the Settlement Retention Credit or the Mediation Retention Reduction found in Section II A Supplementary Benefits of the General Terms and Conditions, then you will receive only one such benefit.

III. DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Antitrust means any actual or alleged violation of any United States law which prohibits antitrust, price fixing or discrimination, restraint of trade or competition, monopolization, or predatory pricing.

Assumed liability means any actual or alleged assumption of the liability of others by an **insured** pursuant to contract or agreement.

Breach means any actual or alleged: (i) unauthorized access to, alteration of, or damage to any computer, computer program or computer network; or (ii) delay or failure of any communication network, service, hardware or software.

Claim means any:

- (i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including any request for alternative dispute resolution;
- (ii) written request to toll or waive a statute of limitations or for the retraction or clarification of **material**;
- (iii) civil proceeding; or
- (iv) formal civil administrative or regulatory proceeding, or formal civil administrative or regulatory investigation evidenced by the formal: notice of charges, investigation or order, against an **insured** alleging a **wrongful act**.

Claim will not include any criminal proceeding, criminal administrative, criminal regulatory proceeding, criminal investigation, informal civil administrative or regulatory investigation, informal civil administrative or regulatory proceeding or **routine examinations**.

Unless specifically stated elsewhere in this Coverage Part, a **claim** will be deemed first made on the earliest of the date on which the **claim** is served upon, or first received by, any **insured** or the applicable notice or order is filed or entered.

Conduct means any actual dishonest, fraudulent, criminal or malicious act or omission, commingling, misappropriation or misuse of funds or intentional wrongdoing by or on behalf of an **insured**; provided such conduct is established by a final non-appealable adjudication (excluding a declaratory action or proceeding by, or against us) in the underlying action.

Defense costs mean the reasonable and necessary fees, costs, and expenses incurred by an **insured** in the investigation, defense, or appeal of any covered **claim**, including the premium for appeal, attachment, or similar bonds arising out of a covered judgment. **Defense costs** do not include **overhead expenses**.

Discrimination/harassment means any actual or alleged discrimination against, or harassment of, a third party by an **insured**.

Electronic data means qualitative information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media that is used with electronically controlled equipment.

Employment related means any matter relating to the responsibilities, obligations, or duties of an employer to any employee or prospective employee as imposed by United States law or common law.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA).

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Executive means any:

- (i) past, present or future duly elected or appointed Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Privacy Officer, Chief Information Security Officer, Chief Risk Officer, Risk Manager, the General Counsel, in-house attorney designated to be in charge of litigation, or such functionally equivalent position, of the **named insured**; or
- (ii) holder of such functionally equivalent position to those included in paragraph (i) in an **insured entity** organized and operated outside of the United States of America, its territories or possessions.

Indemnity liability means the liability of others, for **material** furnished by an **insured** that an **insured** agrees to assume under a hold harmless or indemnity agreement but only to the extent such liability arises out of any **wrongful act**.

Insured means any **insured person**, **executive**, or any **insured entity**.

Insured entity will also include any joint venture in which the **named insured** has an ownership interest or investment interest, provided that the most we will be liable for **loss** would be equal to the **named insured's** proportional ownership interest or investment interest in such joint venture at the time of the **wrongful act**.

Insured interested entity means any entity which at the time of the **wrongful act** an **insured**: (i) owned, directly or indirectly, five percent (5%) of the voting stock if such entity was a public entity, or fifty percent (50%) if the entity was private; or (ii) was a director, officer, trustee, manager, member, partner or employee of such entity; provided such entity was not an **insured entity** at the time of such **wrongful act**, or at the time the **claim** is first made.

Insured person means any natural person who is a past, present or future full-time, part-time, seasonal, leased, or temporary worker, or agent or non-compensated author of the **insured entity**.

Loss means the amount that you are legally obligated to pay as a result of a **claim** including awards, settlements, compensatory damages, judgments, pre-judgment and post-judgment interest, and claimants' attorney fees and costs attributable to the covered portion of a settlement or imposed as a result of a covered judgment, and **defense costs**.

Loss will also include punitive, exemplary, or multiplied damages if such damages are insurable under the law in the jurisdiction which is most favorable to you; provided that such jurisdiction has a substantial relationship to us, you, or to the **claim** giving rise to such **loss**.

Loss does not include:

- (a) costs to comply with any order or agreement to provide non-monetary or injunctive relief;
- (b) taxes, fines, penalties, sanctions or forfeitures;
- (c) amounts not insurable under the law to which this policy is construed;
- (d) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order;
- (e) the return of any fees, costs, or expenses paid, incurred or charged by any **insured**;
- (f) liquidated damages pursuant to a written contract or agreement in excess of an **insured's** liability caused by the **wrongful act**;
- (g) amounts assessed as royalty or license fees; or
- (h) the **insured's** production costs, or the **insured's** cost of reprinting, recalling, recovering, shipping, mailing, correcting, reprocessing, restoring, repairing, replacing, or reproducing erroneous, damaged or lost tangible property or **material**.

Material means any content regardless of its nature or form.

Media activity means any:

- (i) gathering, acquiring, obtaining, researching, developing, editing, preparing, producing, filming, videotaping, and recording **material**; or
- (ii) dissemination or utterance of **material**, through any medium and by any means, including:

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- (a) publishing, printing, advertising, marketing, promoting, exhibiting;
- (b) broadcasting, telecasting, webcasting, cablecasting;
- (c) syndicating, selling, leasing, licensing, distributing, serializing, or releasing;
- (d) public appearances or performances;
- (e) blogging, tweeting or other forms of online, digital, or electronic dissemination.

Merchandising activity means the manufacture, production, or distribution of goods (other than media) which contain intellectual property.

Overhead expenses mean the salaries, wages, fees, overhead, or benefit expenses associated with any insured.

Over-redemption means any actual or alleged redemption of price discounts, prizes, awards, coupons, or any such similar valuable consideration in an amount that is in excess of the total contracted or expected amount as reflected on such valuable consideration.

Patent infringement means any actual or alleged infringement of any patent.

Prior acts any actual or alleged **wrongful acts** that occurred prior to the **retroactive date**.

Prior knowledge means any actual or alleged **wrongful act** that prior to the **retroactive date** an **insured** had a reasonable basis to believe such **wrongful act** would give rise to a **claim**.

Prior notice means any matter, fact, circumstance, situation, transaction, event or **wrongful act** that has been the subject of any notice accepted under any media liability policy or comparable policy, coverage section or coverage part of which this Coverage Part is a direct or indirect renewal or replacement.

Professional services mean the performance of, or failure to perform, services for others for a fee or other remuneration.

Property damage means actual or alleged:

- (i) physical injury or destruction to tangible property including resulting loss of use of that property. Loss of use will be deemed to occur at the time of the physical injury; or
- (ii) loss of use of tangible property that is not physically damaged, destroyed, lost, or injured, caused by an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Tangible property does not include **electronic data**.

Publicly traded securities mean any registered debt or equity securities of an **insured entity** offered for purchase or sale to the public.

Responsible person also means past, present or future duly elected or appointed Chief Information Officer, Chief Security Officer, Chief Risk Officer, Chief Legal Officer, Risk Manager, or such functionally equivalent positions, of the **named insured**.

Retroactive date means the date set forth in Item 5 of this Coverage Part Declarations.

RICO means any actual or alleged violation of the Racketeer Influenced and Corrupt Organization Act.

Spam means any actual or alleged violation of any United States law which regulates or governs commercial solicitation, messaging, automatic contract renewals or anti-spam (including commercial emails and spam, telemarketing, texts, and electronic commerce).

Subpoena expenses mean reasonable costs and expenses incurred by an **insured** in responding to a subpoena for documents or testimony arising from such **insured's media activity**.

Wrongful act means any **media activity** that results in any actual or alleged:

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- (i) form of defamation or other tort related to disparagement or harm to the character, reputation, or feelings of any person or organization, including but not limited to libel, slander, product disparagement, or trade libel;
- (ii) form of invasion, infringement or interference with rights of privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion, and commercial appropriation of name or likeness;
- (iii) wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;
- (iv) false arrest, detention or imprisonment, abuse of process, or malicious prosecution;
- (v) infringement of title, slogan, logo, trademark, trade name, trade dress, service mark, or service name;
- (vi) infringement of copyright or any plagiarism, violation of moral rights (droit moral) or passing off, piracy, misappropriation of ideas under implied contract, or other misappropriation of property rights, ideas, or information;
- (vii) infliction of emotional distress, outrage or outrageous conduct, or any prima facie tort;
- (viii) negligence in connection with the content of **material**;
- (ix) unfair competition or unfair trade practices alleged in conjunction with paragraphs (i) through (viii) above, including but not limited to dilution, confusion, deceptive trade practices or unfair trade practices, civil actions for consumer fraud, false, disruptive, or misleading advertising or misrepresentation in advertising; or
- (x) negligent supervision of an employee alleged in conjunction with paragraphs (i) through (viii) above.

IV. COVERAGE PART EXCLUSIONS

We will not cover **loss** in connection with any **claim**:

- A. based upon or arising from:
 - (i) **antitrust**;
 - (ii) **bodily injury**;
 - (iii) **breach**;
 - (iv) **conduct**;
 - (v) **discrimination/harassment**;
 - (vi) **employment related**;
 - (vii) **merchandising activity**;
 - (viii) **over-redemption**;
 - (ix) **patent infringement**;
 - (x) **pollution**;
 - (xi) **prior acts**;
 - (xii) **prior knowledge**;
 - (xiii) **prior notice**;
 - (xiv) **professional services**;
 - (xv) **property damage**;
 - (xvi) **publicly traded securities**;
 - (xvii) **RICO**;
 - (xviii) **spam**; or
 - (xix) **assumed liability**; provided this exclusion (xix) will not apply:
 - (a) if liability would be established in the absence of such contract or agreement;
 - (b) to **indemnity liability**;
 - (c) to any actual contract or agreement between an **insured** and a source of **material** supplied to an **insured** regarding:
 - 1. confidentiality of the source for such matter;
 - 2. ownership or exercise of rights in any such matter; or
 - (d) to any actual or alleged failure to attribute authorship or credit under such contract or agreement.
- B. brought by, or on behalf:
 - (i) of any **insured** in any capacity against another **insured** unless such **claim** is:
 - (a) a cross-claim, third party claim, or for contribution or indemnity arising from a **claim** otherwise covered under this Coverage Part; or

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- (b) brought while the **insured entity** is in **financial insolvency**;
- (ii) of any **insured interested entity**;
- (iii) of a joint venture if based upon or arising out of ownership disputes relating to **materials** supplied;
- (iv) of any **independent contractor**, third-party distributor, licensee, sub-licensee, joint venturer, venture partner of the **insured entity**, or any employee of the foregoing, alleging a dispute over the ownership or exercise of rights in **material**; provided this exclusion (iv) will not apply to a **claim** for plagiarism; or
- (v) of, or involving, or for the benefit of, any licensing organization, including the ASCAP, SESAC, or BMI.

C. for **ERISA**.

V. CONFIDENTIAL SOURCE

The **insured's** rights under this Coverage Part will not be prejudiced by any **insured's** refusal to reveal the identity of a confidential source or to disclose documents or information obtained by the **insured** during the course of any **media activity**.

VI. SPECIFIC LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS

The most we will pay for all **loss** arising from all **claims** or **subpoena expenses** is the aggregate limit of liability set forth in Item 2 of this Coverage Part Declarations.

The most we will pay for all **loss** arising from each **claim** is the limit of liability set forth in Item 3 of this Coverage Part Declarations.

Item 4 of this Coverage Part Declarations sets forth the maximum amount we will pay for the sublimit of liability for **subpoena expenses**.

A single Retention will apply to each **claim**.

Any payment of **subpoena expenses** will be subject to the Retention amount set forth in Item 4 of this Coverage Part Declarations. In the event more than one subpoena request is received in connection with, or arising out of, the same lawsuit, matter, or proceeding, such subpoena requests will be treated as one subpoena request deemed to have occurred on the date the first subpoena was served, and only one such Retention will apply.

VII. DEFENSE COSTS

We will pay **defense costs** on a current basis, but no later than ninety (90) days after we have received any invoice or bill, as well as any additional supporting documentation that we have reasonably requested.

VIII. DEFENSE OF CLAIMS

We will have the right and duty to defend any **claim** even if the allegations in the **claim** are groundless, false or fraudulent. Our duty to defend any **claim** will end, and we will have no further obligation to defend any **claim** upon the exhaustion of the applicable limit of liability.

IX. ALLOCATION

If a **claim** incurs covered **loss** and uncovered loss because such **claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:

- (i) one hundred percent (100%) of **defense costs** incurred by such **insured** will be considered covered **loss**; and



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- (ii) with respect to any loss other than **defense costs** you and we will use our best efforts to determine an allocation between covered **loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

X. OTHER INSURANCE

This Coverage Part will be excess of, and will not contribute with any valid and collectible insurance policy or coverage part, or any policy written on a duty to defend basis, that provides coverage or indemnifies **loss** for which this Coverage Part also provides coverage, unless such other insurance is written specifically as excess of the limit of liability of this Coverage Part.

XI. IMPUTATION

We will only impute the conduct or knowledge of any past, present or future Chief Executive Officer, Chief Financial Officer or such functionally equivalent position of the **named insured** to any **insured entity**.

We will not impute:

- (i) the conduct of any **insured person** with respect to **conduct** exclusion IV A(iv) of this Coverage Part;
- (ii) the knowledge possessed by any **executive** with respect to any statements, representations or information in the **application**; or
- (iii) the failure to provide us with full cooperation, assistance, or information as required, to any other **insured person**, nor will (i), (ii), or (iii) above impair the rights of any other **insured person** under this Coverage Part.



**AMEND DEFINITION OF INSURED PERSON ENDORSEMENT
(Media Liability Coverage Part)**

In consideration of the premium, the definition of **Insured person** set forth Section III, Definitions of the Media Liability Coverage Part is amended to add the following:

Insured person also includes an **independent contractor**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CONDITIONAL RENEWAL ENDORSEMENT – CONNECTICUT

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are amended to add the following:

CONDITIONAL RENEWAL

- I. The Insurer at least 90 days in advance of the end of the policy period, shall give notice if the Insurer intends to condition renewal upon reduction of limits, a new exclusion or deletion of coverage, or an increase in policy retention.
- II. The conditional renewal notice must clearly state or be accompanied by a clear statement that identifies terms or conditions that may be less favorable to the Insured under the ensuing policy.
- III. The conditional renewal notice must be sent by registered or certified mail or by mail evidenced by a United States Post Office certificate of mailing, or delivered by the Insurer to the Insured by the required date.
- IV. Failure of the Insurer or its agent to provide the Insured with the required notice of nonrenewal or with a conditional renewal notice shall entitle the Insured to a renewal of the Policy for a term of not less than one year on the same terms (not including premium) as the expiring policy and the privilege of pro-rata cancellation at the lower of the current or previous year rates if exercised by the Insured within sixty days from the renewal or anniversary date.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

In consideration of the premium, solely with respect to the Technology and Professional Liability, Media Liability and Cyber Coverage Parts, Item 4. Extended reporting period of the General Terms and Conditions Declarations is deleted and replaced as follows:

Item 4.	Extended reporting period	
	Period: 1 year Premium:	75% of Policy Premium
	Period: 2 years Premium:	125% of Policy Premium
	Period: 3 years Premium:	150% of Policy Premium

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



AMENDATORY ENDORSEMENT - CONNECTICUT

In consideration of the premium:

- I. Section V Extended Reporting Period For Liability Coverage Parts Only of the General Terms and Conditions of the policy is deleted and replaced with the following:

EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGE PARTS ONLY

A. Automatic **Extending Reporting Period**

If this policy is terminated, cancelled, or non-renewed for any reason we will provide you, for no additional premium, an automatic **extended reporting period** for **liability coverage parts** for thirty (30) days following the end of the **policy period**.

During the automatic **extended reporting period** coverage otherwise afforded by selected Coverage Parts will apply, but only to **claims** that are:

- (i) first made during the automatic **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **wrongful acts** that occurred prior to the date of such termination, cancellation, or non-renewal.

Coverage granted under the automatic **extended reporting period** will not apply if the **claim** is covered under subsequently purchased insurance.

There will be no additional limit of liability for the automatic **extended reporting period**.

B. Purchased **Extended Reporting Period**

If this policy is terminated, cancelled or non-renewed for any reason you have the right to elect an **extended reporting period** for **liability coverage parts** for the additional period(s) and additional premium set forth in Item 4 of the General Terms and Conditions Declarations.

We must advise you in writing of the availability of, the premium for, and the importance of purchasing the **extended reporting period** coverage. This advice must be sent no earlier than the notification of Termination of Coverage and no later than fifteen (15) days after Termination of Coverage.

As used herein, "Termination of Coverage" means, whether by us or by you at any time: (i) cancellation or non-renewal of this policy; or (i) a decrease in limits, a reduction of coverage, an increased deductible or self-insured retention, a new exclusion, or any other change in coverage less favorable to you during the **policy period**.

You must notify us in writing of this election within thirty (30) days after the non-renewal, cancellation or termination. If you do not elect within this time frame, you will have waived your right to purchase the **extended reporting period**.

A purchased **extended reporting period** will extend to selected Coverage Parts coverage for a period of time but only to **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **wrongful acts** that occurred prior to the date of such termination, cancellation or non-renewal.

The purchased **extended reporting period** becomes part of the **policy period**. The purchased **extended reporting period** begins at the conclusion of the automatic **extended reporting period**. Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**.



There will be a one-time reinstatement of the aggregate limit of liability for all **liability coverage parts** combined, or for each respective **liability coverage part**, whichever is applicable under this policy, for any purchased **extended reporting period**.

The additional premium is a percentage of the premium in effect when the policy was issued or last renewed.

II. The following is added to the General Terms and Conditions of the policy:

Once a retroactive date is established with an insured, the policy provides that it may be advanced only with the written consent of the named insured Sec. 38a-327-3(a).

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CANCELLATION, TERMINATION AND NON-RENEWAL ENDORSEMENT - CONNECTICUT

In consideration of the premium Section XII, Cancellation or Termination of the General Terms and Conditions of the policy is deleted in its entirety and replaced with the following:

XII. CANCELLATION, TERMINATION OR NON-RENEWAL:

- A. This policy may only be cancelled or terminated by one of the following events:
- (i) by us, for nonpayment of premium, in which event we will send you a written notice ten (10) days prior to the effective date of such cancellation and you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation;
 - (ii) by the **named insured** for any reason if we receive written notice twenty (20) days prior to the date the policy should be cancelled; or
 - (iii) the expiration of the **policy period**.
- Any returned premium will be computed on a pro rata basis.
- B. In the event of a non-renewal, we will provide written notice ninety (90) days prior to the end of the policy period.
- C. No notice of cancellation or non-renewal shall be effective unless it is sent, by registered or certified mail or by mail evidenced by a United States Post Office certificate of mailing, or delivered by us to you by the required date.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.