

**National Union Fire Insurance Company of Pittsburgh, Pa.[®]
Illinois National Insurance Co.**

A capital stock company

**MULTIMEDIA PRODUCER
LIABILITY POLICY**

NOTICE: THIS IS A CLAIMS MADE POLICY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER AS REQUIRED.

THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY CLAIM EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR CLAIM EXPENSES SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

PLEASE READ THIS POLICY CAREFULLY AND REVIEW IT WITH YOUR INSURANCE AGENT OR BROKER.

Terms appearing in **bold** type have special meanings. See Clause 2. of this policy for more information.

REPLACEMENT OF POLICY NUMBER:

POLICY NUMBER:

DECLARATIONS

ITEMS	
1	NAMED INSURED: _____
1(a)	MAILING ADDRESS: _____
1(b)	STATE OF INCORPORATION/FORMATION: _____
2	POLICY PERIOD: From: _____ To: _____ 12:01 A.M. at the address stated in Item 1(a)
3	LIMITS OF LIABILITY (INCLUSIVE OF CLAIM EXPENSES)
3(a)	AGGREGATE: Aggregate: \$ _____
3(b)	PER CLAIM: For each claim alleging or arising out of a wrongful act or series of continuous, repeated or related wrongful acts : \$ _____
4	RETENTION: \$ _____
5	RETROACTIVE DATE: Policy Inception
6	FIRST INCEPTION DATE: Policy Inception
7	PREMIUM: \$ _____
8	NAME AND ADDRESS OF INSURER
	175 Water Street New York, NY 10038
	This policy is issued only by the insurance company indicated in this Item 8.

PRODUCER:

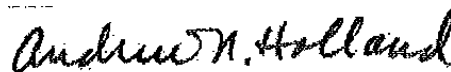
PRODUCER LICENSE NO.:

ADDRESS:

IN WITNESS WHEREOF, the **insurer** has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative or countersigned in states where applicable.



PRESIDENT



SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

Sample

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

FORMS INDEX ENDORSEMENT

The contents of the Policy are comprised of the following forms:

<u>FORM NUMBER</u>	<u>EDITION DATE</u>	<u>FORM TITLE</u>
--------------------	---------------------	-------------------

Sample

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© Chartis Inc. All rights reserved.

AUTHORIZED REPRESENTATIVE

MULTIMEDIA PRODUCER LIABILITY POLICY

In consideration of the payment of the premium, and in reliance upon the **application** and the statements therein, which form a part of this policy, **we** agree as follows:

1. INSURING AGREEMENTS

COVERAGE A: FILM AND PROGRAM PRODUCTION SERVICES LIABILITY COVERAGE

We will pay amounts, in excess of any applicable Retention, **you** are legally obligated to pay as **damages** arising from any **claim** first made against **you** and reported to **us** during the **policy period** or **extended reporting period** for **your wrongful act**. Such **wrongful act** must occur on or after the **retroactive date** and prior to the end of the **policy period**.

COVERAGE B: DEFENSE OF INSUREDS

- (a) ***Our Duty To Defend Insureds:*** **We** have the right and duty to defend a **suit** brought against any **insured** for covered **wrongful acts**, even if the **suit** is groundless or fraudulent.
- (b) ***Claim Expenses:*** **We** shall pay for **claim expenses** any **insured** incurs with **our** prior written consent in the defense of a **suit** for covered **wrongful acts**.
- (c) ***Our Right To Investigate and Settle Claims:*** **We** have the right to investigate any **claim** against any **insured**, and, with **your** written consent, settle any **claim** against **you**.
- (d) ***Your Right To Settle:*** **You** may settle any **claim** or **suit** to which this insurance applies provided that **you** do so (i) on behalf of all **insureds**, and (ii) without incurring **loss** in excess of all applicable Retentions.
- (e) ***When Our Duty To Defend Ends:*** **Our** duty to defend ends upon the exhaustion of the **policy limit of liability** by payment of **loss**, including **claim expenses**. **Our** duty to defend also ends if **you** fail or refuse to consent to a settlement **we** recommend and the claimant will accept. **You** must then defend the **claim** at **your** own expense. As a consequence of such failure or refusal, **our** liability for **loss** shall not exceed the amount for which **we** could have settled such **claim** had **you** consented, plus **claim expenses** incurred prior to the time **we** made such recommendation.

2. DEFINITIONS

- (a) **Additional insured** means:
 - (1) any independent contractors, agents, third-party distributors, licensees and sub-licensees who assist in the provision of **film and program production services**, but only (i) as respects **material** provided by the **named insured** in the performance of **film and program production services**; and (ii) where the **named insured** has, prior to the commission of a **wrongful act**, expressly agreed in writing to indemnify and defend such party of and from liability arising out of such **wrongful act**; and

- (2) any other person or entity listed as an **additional insured** by endorsement to this policy.
- (b) **Advertising** means publicity or promotion for the **named production**; provided, however, **advertising** shall not mean and this policy shall not cover **merchandising**.
- (c) **Application** means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted or representations made by **you** in connection with the underwriting of this policy or the underwriting of any other Multimedia Producer Liability Policy (or equivalent) issued by the **insurer**, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time. **Application** shall include any statements, information, representations and attachments made, prepared or provided by **you** with respect to any of **your** clearance procedures.
- (d) **Bodily injury** means physical injury, sickness, disease, pain or death, and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or emotional distress at any time.
- (e) **Claim** means: (1) a demand for money, services, non-monetary relief or injunctive relief; or (2) a **suit**.
- (f) **Claim expense** means all reasonable and necessary fees charged by attorneys designated by **us** and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by **us**, or by **you** with **our** prior written consent, including the costs of appeal, attachment or similar bonds arising out of a covered judgment. **We** have no obligation to provide such bonds. **Claim expense** does not include salary, charges or expenses for **you** or **your** employees.
- Claim expense** shall not include fees, costs or expenses incurred prior to the time that a **claim** as defined in Paragraph 2(e) is first made against **you**. The definition of **claim expense** is subject to the limitations set forth in Paragraph 2(l) (**loss**).
- (g) **Covered peril** means any:
- (1) infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark or service name; plagiarism, piracy or misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information, or any alleged violation of Section 43(a) of the Lanham Act or any similar state statutes; including, without limitation, any **unfair competition** in connection with a **claim** for **damages** in connection with such conduct;
 - (2) form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel; including, without limitation, any **unfair competition**, emotional distress or mental anguish alleged in connection with a **claim** for **damages** in connection with such conduct; and
 - (3) 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, persona or likeness; including, without limitation, any **unfair competition**, emotional distress or mental anguish alleged in connection with a **claim** for **damages** in connection with such conduct.
- (h) **Damages** means any amount that **you** shall be legally required to pay because of judgments, arbitration awards or the like rendered against **you**, or for settlements negotiated by **us** with **your** written consent.

Damages also means with respect to a covered judgment:

- (1) pre-judgment interest;
- (2) post-judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that covered part of the judgment within the applicable limit of liability;
- (3) subject to this policy's other terms, conditions, exclusions and other limitations, including, but not limited to, exclusions relating to profit or advantage, fraud or criminal acts:
 - (i) punitive,
 - (ii) exemplary, and
 - (iii) multiple damages;

the enforceability of this Subparagraph 2(h)(3) shall be governed by the applicable law that most favors coverage for such punitive, exemplary and multiple damages.

The definition of **damages** is subject to the limitations set forth in Paragraph 2(l) **loss**.

- (i) **External source** means any person, entity or document that supplies information to **you** and which is not an **insured** or, in the case of a document, provided by an **insured**.
- (j) **Film and program production services** means the preparation, production, publication, **advertising**, release, broadcast, telecast, exhibition, sale, licensing or distribution of **material**.
- (k) **First inception date** means the date set forth in Item 6. of the Declarations as the inception date of the first Multimedia Producer Liability Policy that (i) provides or provided the same or essentially the same coverage as this policy, and (ii) was issued by **us** or any other Chartis Inc. ("Chartis") company to the **named insured** or its predecessors and was continually renewed by **us** or any other Chartis company through the inception date of this policy; or such other date specified in Item 6. of the Declarations as such.
- (l) **Loss** means the total sum of **damages** and **claim expenses**. **Claim expenses, damages** and **loss** shall not mean and this policy shall not cover: (1) compensation, fees, benefits, overhead, charges or expenses of any **insured**, such **insured's** employees or any independent claims adjuster hired by any **insured**; (2) production costs or the cost of reproduction, reprinting, return or correction of **material** by any person or entity; (3) any costs or expenses incurred by **you** or others to withdraw or recall **material**, or from loss of use by an **insured** or any other person or entity arising out of such withdrawal or recall; (4) civil or criminal fines or penalties; (5) the return or restitution of fees, expenses or costs, or other disgorgement; (6) taxes owed by any party; (7) any amounts for which an **insured** is not financially liable or which are without legal recourse against an **insured**; (8) the costs and expenses of complying with any injunctive or other form of equitable relief; and (9) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- (m) **Management control** means: (1) owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or (2) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **named insured**, to elect, appoint or designate a majority of: the Board of Directors of a corporation, the management

committee of a joint venture or partnership or the management board of a limited liability company.

- (n) **Material** means the filmed, printed or digitized content of the **named production(s)**.
- (o) **Merchandising** means the manufacturing, licensing, distribution, sale, promotion, placement or marketing of a product or service (other than **film and program production services**) based, in whole or in part, on **material**, the title of the **named production**, or a character of the **named production**, including, without limitation, derivative works, product tie-ins, action figures, video games, signage or displays; provided, however, **merchandising** shall not mean the manufacturing, licensing, distribution, sale, promotion, placement or marketing of any film, script, digital video disc (DVD), VHS or Beta tape in which an entire copy of the **named production** is fixed, or film trailers in which the **named production** is fixed.
- (p) **Named insured** means the entity named as such in Item 1. of the Declarations.
- (q) **Named production(s)** means the film, television or other media production designated as the **named production** by endorsement to this policy.
- (r) **Over-redemption** means coupons, price discounts, prizes, including prizes from advertisements, promotions, games, sweepstakes, contests and games of chance, awards or any other valuable consideration given in excess of the total contracted or expected amount.
- (s) **Policy limit of liability** means the aggregate limit of liability set forth as such in Item 3(a) of the Declarations.
- (t) **Policy period** means the period set forth as such in Item 2. of the Declarations and ending on the earlier of either the expiration date set forth in Item 2. of the Declarations or the effective date of cancellation of this policy. If **you** become an **insured** under this policy after the effective date, the **policy period** begins on the date **you** became an **insured**.
- (u) **Pollutants** means any substance exhibiting hazardous characteristics as, is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state, local or foreign equivalent. **Pollutants** also means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and **waste**. **Waste** includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- (v) **Property damage** means: (1) physical injury to, loss or destruction of, tangible property including the resulting loss of use thereof; or (2) loss of use of tangible property which has not been physically injured or destroyed. For purposes of this definition, "tangible property" shall include electronic data.
- (w) **Retroactive date** means the date set forth as such in Item 5. of the Declarations.
- (x) **Suit** means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. **Suit** shall also include any binding arbitration proceeding in which **damages** are alleged and to which **you** must submit or do submit with **our** prior written consent.
- (y) **Transaction** means the occurrence of any of the following events:
 - (1) the **named insured** shall consolidate with, merge into, or sell all or substantially all of its assets to any person or entity or group of persons or entities acting in concert;

- (2) any person or entity or group of persons or entities acting in concert shall acquire **management control** of the **named insured**; or
- (3) the winding up or dissolution of the **named insured**.
- (z) **Unfair competition** means the unlawful attempt to imitate a competitor's or business rival's goods or services, trademark, trade name, trade dress or service mark.
- (aa) **We, us, insurer** or **our** mean the insurer named in Item 8. of the Declarations.
- (bb) **Wrongful act** means, solely in the performance of **film and program production services**, any actual or alleged act, error, omission, breach of duty, misstatement or misleading statement by **you** that results in a **covered peril**.
- (cc) **You, your** or **insured** means:
 - (1) the **named insured**;
 - (2) any past, present or future officer, director, trustee or employee of the **named insured** (and in the event the **named insured** is a partnership or limited liability company, then any general or managing partner or managing member thereof), but only while acting within the scope of their duties as such in providing **film and program production services**;
 - (3) any **additional insured**, but only while acting within the scope of its duties as such in the provision of **film and program production services** for or on behalf of the **named insured**; and
 - (4) any entity whom the **named insured** is required by contract to add as an **insured** under this policy, but only for the **wrongful acts** of the **named insured**.

3. EXCLUSIONS

We shall not cover any claim, loss or wrongful act:

- (a) arising out of or resulting, directly or indirectly, from any (1) dishonest, fraudulent, criminal or malicious act or omission, (2) intentional or knowing violation of the law, or (3) profit, remuneration or pecuniary advantage to which an **insured** was not legally entitled; however, **we** will defend a **claim** against any **insured** alleging any of the foregoing conduct until there is a judgment against, final adjudication against or adverse finding of fact against any **insured** or adverse admission by any **insured**, at which time **you** shall reimburse **us** for **claim expenses**; provided, however, **we** will not defend such **suits** if they allege any of the foregoing conduct which has been the subject of a criminal proceeding in which an **insured** has been found guilty, or pleaded *nolo contendere* or no contest;
- (b) arising out of or resulting, directly or indirectly, from the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**, or in any way respond to or assess the effects of **pollutants**;
- (c) arising out of or resulting, directly or indirectly, from any **bodily injury** or **property damage**;
- (d) arising out of or resulting, directly or indirectly, from any:
 - (1) purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;

- (2) violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
 - (3) breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended;
 - (4) antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended; provided, however, the exclusion in this Subparagraph 3(d)(4) shall not apply to **unfair competition** as referenced in the definition of **covered peril**;
 - (5) regulation promulgated under the foregoing laws; or
 - (6) any federal, state, local or foreign laws (a) similar to the foregoing laws (including "Blue Sky" laws) or (b) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;
- (e) arising out of or resulting, directly or indirectly, from any employment practices liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
 - (f) against **you** that is brought by or on behalf of:
 - (1) the Federal Trade Commission ("FTC"), the Department of Health and Human Services ("HHS"), the Office of Civil Rights ("OCR"), the Federal Communications Commission ("FCC") or any other federal, state or local government agency, or foreign government agency; or
 - (2) the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers, Broadcast Music, Inc., or any other licensing or rights organizations in such entity's regulatory, quasi-regulatory or official capacity, functions or duties;
 - (g) arising out of or resulting, directly or indirectly, from any **over-redemption**;
 - (h) arising out of or resulting, directly or indirectly, from the same **wrongful act**, or series of continuous, repeated or related **wrongful acts**, or alleging the same or similar facts, alleged or contained in any **claim** which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time, whether or not such policy affords coverage for such **wrongful acts**;
 - (i) arising out of or resulting, directly or indirectly, from any **claim**, arbitration, mediation, litigation, administrative proceeding (including disciplinary and licensing), bankruptcy or regulatory proceeding or investigation, pending as of or commenced prior to the **first inception date**, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **claim**, arbitration, mediation, litigation or administrative, bankruptcy or regulatory proceeding or investigation;
 - (j) arising out of or resulting, directly or indirectly, from any **wrongful act**, circumstance or event committed, omitted or occurring prior to the **first inception date** if on or before the **first inception date**, **you** knew or could have reasonably foreseen that such **wrongful act**, circumstance or event could give rise to a **claim**;

- (k) arising out of or resulting, directly or indirectly, from any **wrongful act** occurring, committed or omitted prior to the **retroactive date**;
- (l) arising out of or resulting, directly or indirectly, from **you** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance;
- (m) arising out of or resulting, directly or indirectly, from any (1) false or deceptive **advertising** or misrepresentation in **advertising** of **your** products or services, or (2) unfair or deceptive business practices, including, without limitation, violations of any local, state or federal consumer protection or privacy laws based on such **advertising** including, but not limited to, **advertising** related violations of any local, state or federal consumer protection or privacy laws;
- (n) arising out of or resulting, directly or indirectly, from any liability or obligation under any contract or agreement or out of any breach of contract; provided, however, this exclusion does not apply to any:
 - (1) liability or obligation an **insured** would have in the absence of such contract or agreement;
 - (2) liability to an **additional insured** agreed to in accordance with Clause 2. **DEFINITIONS**, Paragraph (a)(1);
- (o) arising out of or resulting, directly or indirectly, from any patent infringement or theft, copying, display or publication of any trade secret, or from any infringement of copyright, trademark or servicemark of software or software technology;
- (p) arising out of or resulting, directly or indirectly, from any:
 - (1) accounting practices or the determination of contingent compensation; or
 - (2) licensing fees or royalties ordered, directed or agreed to be paid by **you** pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, title, slogan, trademark, trade name, trade dress, service mark, service name or other protected property right;
- (q) against **you** that is brought by or on behalf of any writer, composer, lyricist, artist or other party under contract with **you**, or the estates, heirs, or legal representatives thereof, seeking against **you** an accounting or recovery of profits, royalties, fees or other monies claimed to be due from **you** or any **claim** brought by any such party against **you** claiming excessive or unwarranted fees, compensation or charges of any kind made by **you**;
- (r) arising out of or resulting, directly or indirectly, from any **merchandising**; provided, however, this exclusion shall not apply if, prior to the inception of this policy, (1) **you** have provided **us** with full particulars of the **merchandising** **you** want coverage for under this policy, (2) **you** have agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such **merchandising**, and (3) **we** have agreed to provide coverage for such **merchandising** as designated by an endorsement to this policy;
- (s) arising out of or resulting, directly or indirectly, from the colorization of any "black and white" film product;
- (t) arising out of or resulting, directly or indirectly, from the title of any **named production(s)**; provided, however, this exclusion shall not apply if, prior to the commission of a **wrongful act** with respect to the title of such **named production**, (1) **you** have provided **us** with a title report, and (2) **we** have approved such report in writing;

- (u) against **you** that is brought by or on behalf of:
 - (1) any **insured** except as described in Subparagraph 2(cc)(4);
 - (2) any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by **you**; or
 - (3) any parent company, subsidiary, successor or assignee of **yours**, or anyone affiliated with **you** or such business entity through common majority ownership or control; or
- (v) arising out of or resulting, directly or indirectly, from:
 - (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
 - (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; or
 - (3) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout.

4. LIMIT OF LIABILITY (FOR ALL LOSS-INCLUDING CLAIM EXPENSES)

- (a) The **policy limit of liability** set forth in the Declarations is the most **we** will pay as **loss** under this policy regardless of the number of persons, occurrences, **claims** or entities covered by this policy, or claimants or **claims** brought against any **insured**.
- (b) **Our** total liability for all **loss** arising from each **claim** made against an **insured** and reported to **us** during the **policy period** or any applicable **extended reporting period**, alleging a **wrongful act** or series of continuous, repeated or related **wrongful acts** shall not exceed the per **claim** limit of liability set forth in Item 3(b) of the Declarations. The per **claim** limit of liability is part of, not in addition to, the **policy limit of liability**.
- (c) The **policy limit of liability** for any **extended reporting period** shall be part of and not in addition to the **policy limit of liability** for the **policy period**.
- (d) Each and every **claim** made subsequent to the **policy period** or an applicable **extended reporting period**, that pursuant to Paragraph 8(b) is considered made during the **policy period** or an **extended reporting period**, shall also be subject to the same **policy limit of liability** afforded to **claims** made and reported during the **policy period**.
- (e) **Loss** arising out of the same **wrongful act**, or a series of continuous, repeated or related **wrongful acts**, shall be deemed to arise from the first such **wrongful act**.

5. RETENTION

For each **claim**, the **insurer** shall only be liable for the amount of **loss** arising from such claim that exceeds the Retention amount set forth in Item 4 of the Declarations. Such Retention amount must be borne by the **insureds** and remain uninsured with regard to all **loss**. A single Retention amount shall apply to **loss** arising from all **claims** alleging the same **wrongful acts**, or series of continuous, repeated or related **wrongful acts**. In **our** sole and absolute discretion, **we** may advance all or part of the applicable Retention amount in which case **you** agree to repay **us** immediately after **we** notify **you** of that payment.

6. CONFIDENTIAL SOURCES

The **insured's** rights under this policy shall not be prejudiced by the **insured's** refusal to reveal the identity of a confidential **external source** in connection with a **claim** under this policy.

7. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **claim** against a natural person **insured** includes a **claim** against: (a) the lawful spouse of such **insured**; or (b) a property interest of such spouse, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of a deceased **insured**, and the legal representatives of an **insured**, in the event of their incompetency, insolvency or bankruptcy.

8. NOTICE AND AUTHORITY

- (a) With respect to **claims** or circumstances, notice and all other information and documentation required to be provided under this policy shall be directed to **us**, c/o Chartis Claims, Inc., 175 Water Street, 9th Floor, New York, NY 10038, to the attention of "c- Claim." To be effective, such notice must reference this policy. If mailed, the date of mailing shall constitute the date that such notice or information was given and proof of mailing shall be sufficient proof of notice.
- (b) For any and all coverage under this policy:
 - (1) before coverage will apply, notice in writing of a **claim** made against an **insured** must be given to **us** as soon as practicable;
 - (2) if notice pursuant to Subparagraph 8(b)(1) above has been given to **us**, then any **claim** which is subsequently made against an **insured** and reported to **us** alleging, arising out of, based upon or attributable to the facts alleged in the **claim** for which such notice has been given, or alleging any **wrongful act** which is the same as or related to any **wrongful act** alleged in the **claim** of which such notice has been given, shall be considered related to the first **claim** and made at the time such notice was given; and
 - (3) if during the **policy period** or during an applicable **extended reporting period** any **insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **claim** being made against **you** for a **wrongful act** that occurs prior to the end of the **policy period**, and, during the **policy period** or any applicable **extended reporting period** written notice is given to **us** of (i) such circumstances, (ii) the **wrongful act** allegations that are anticipated, and (iii) the reasons for anticipating such a **claim**, with full particulars as to dates, persons and entities involved, then any **claim** that is subsequently made against **you** arising out of such **wrongful act**, or the same **wrongful act** or series of continuous, repeated or related **wrongful acts**, shall be treated as a **claim** made against **you** and reported to **us** at the time such notice of such circumstances was given.

9. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

- (a) In addition to providing notice as required in this policy, each and every **insured** must also:
 - (1) send **us** copies of all demands, suit papers, other legal documents and invoices for **claim expenses** received by such **insured**, as soon as practicable;

- (2) immediately record the specifics of any **claim** and the date such **insured** first received such **claim**;
 - (3) upon **our** request, furnish to **us** any and all documentation within **your** possession; and
 - (4) give to **us**, and to any counsel **we** select to represent an **insured** in connection with a **claim**, full cooperation and such information as **we** or the counsel may require, including, without limitation, assisting **us** or the counsel in: (i) any investigation of a **claim**, or other matter relating to the coverage afforded under this policy (including submission to an examination by **us** or **our** designee, under oath if required by **us**); (ii) making settlements; (iii) enforcing any legal rights any **insured** or **we** may have against any person or entity who may be liable to **you**; (iv) attending depositions, hearings and trials; (v) securing and giving evidence, and obtaining the attendance of witnesses; and (vi) any inspection or survey conducted by **us**.
- (b) No **insured** shall admit any liability, settle any **claim**, assume any financial obligation or pay any money in connection with any **claim** without **our** prior written consent. If any **insured** does, it will be at their own expense and such amounts shall not be applied to the applicable Retention. The foregoing sentences of this Paragraph 9(b) shall not apply to any settlement made pursuant to Coverage B(d) of this policy on condition that **you** provide **us** written notice of such settlement as soon as practicable, but in no event later than thirty (30) days after such settlement is reached in principle.
 - (c) **We** shall have the right to associate fully and effectively with each and every **insured** in the defense of any **claim** or any matter that involves, or appears reasonably likely to involve, the **insurer**, including, but not limited to, negotiating a settlement.
 - (d) In all events, no **insured** shall take any action, or fail to take any required action, which prejudices **our** rights. **You** shall take such actions which are deemed necessary and practicable to prevent or limit **loss** arising from **your wrongful acts**.

10. EXTENDED REPORTING PERIOD

- (a) *Automatic Extended Reporting Period:* If the **named insured** or **we** shall refuse to renew this policy, the **named insured** shall have the right following the effective date of such nonrenewal to a period of sixty (60) days (the "**automatic extended reporting period**") in which to give written notice to **us** of **claims** first made against an **insured** during the **automatic extended reporting period** for any **wrongful act** committed prior to the end of the **policy period** and otherwise covered by this policy. The **automatic extended reporting period** shall not apply where an **extended reporting period** has been purchased or to **claims** that are covered under any subsequent insurance an **insured** purchases or that is purchased for their benefit, or that would be covered, but for the exhaustion of the amount of insurance applicable to such **claims** or that is within any applicable Retention amount.
- (b) *Optional Extended Reporting Period:* Except as indicated below, if the **named insured** shall cancel or **we** or the **named insured** refuse to renew this policy, the **named insured** shall have the right, upon payment of an additional premium amount of up to one hundred percent (100%) of the full annual premium, to a period of up to one (1) year following the effective date of such cancellation or nonrenewal (herein referred to as the "**extended reporting period**") in which to give to **us** written notice pursuant to Subparagraph 8(b)(1) of the policy of **claims** first made against an **you** during said **extended reporting period** and solely with respect to a **wrongful act** committed prior to the end of the **policy period** and otherwise covered by this policy. If the **named insured**

exercises its right to purchase an **extended reporting period**, that period incept at the end of the **policy period** and there shall be no **automatic extended reporting period**.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **policy period**.

- (c) **Transaction Triggered Extended Reporting Period:** In the event of a **transaction**, the **named insured** shall have the right to request an offer from **us** of an **extended reporting period** (solely with respect to pre-**transaction wrongful acts**). Upon **our** receipt of such a request, **we** shall offer such **extended reporting period** pursuant to such terms, conditions, exclusions and additional premium as **we** may decide in **our** sole and absolute discretion. In the event of a **transaction**, the right to an **extended reporting period** shall not otherwise exist except as provided in this paragraph.
- (d) **Common Extended Reporting Period Terms:** An **extended reporting period** is not cancelable and the additional premium charged shall be fully earned at inception. This Clause 10. shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this Clause 10. shall terminate unless written notice of election of an **extended reporting period** together with any additional premium due is received by **us** no later than thirty (30) days subsequent to the effective date of the nonrenewal or **transaction**.

11. ORGANIZATIONAL CHANGES

If there is a **transaction** during the **policy period**, this policy shall continue in full force and effect as to **wrongful acts** committed prior to the effective time of the **transaction**, but there shall be no coverage afforded by any provision of this policy for any actual or alleged **wrongful act** after the effective time of the **transaction**. Coverage for post-**transaction wrongful acts** is conditioned upon the **named insured** or its successor paying when due any additional premium required by **us**. This policy may not be canceled after the effective time of a **transaction** and the entire premium for this policy shall be deemed earned as of such time.

12. WHERE COVERAGE APPLIES

We cover **wrongful acts** that occur anywhere in the world, provided that any **claim** must be brought against **you** in the United States of America, its territories or possessions or Canada.

All premiums, Limits of Liability, Retentions, **loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or other elements of **loss** are stated or incurred in a currency other than United States of America Dollars, payment of covered **loss** due under this policy (subject to the terms, conditions and limitations of this policy) will be made either in such other currency (at **our** option and if agreeable to the **named insured**) or, in United States of America Dollars, at the rate of exchange published in The Wall Street Journal on the date **our** obligation to pay such **loss** is established (or if not published on such date, the next publication date of The Wall Street Journal).

13. ACTIONS AGAINST US

- (a) No one can sue **us** to recover under this policy unless there has been full compliance with all the terms of this policy.
- (b) A person or organization may sue **us** to recover up to the **policy limit of liability** or the per **claim** limit of liability under this policy only after liability of the **insured** has been decided by:

- (1) an arbitration award as a result of arbitration;
 - (2) a trial or appeal, after which a final judgment has been entered; or
 - (3) a written agreement signed by the **insured, us** and the party making the **claim**.
- (c) Any person, organization or legal representative thereof who has secured such award, judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join **us** as a party to any **claim** against an **insured** nor shall **we** be impleaded by the **named insured** or any **insured**, their spouse, or any legal representative of the foregoing.

14. SUBROGATION AND ALLOCATION

- (a) To the extent **we** pay any **loss, we** shall be subrogated to any **insured's** rights of recovery therefore. **You** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable **us** to effectively bring suit in the name of the **insured**, and shall take no action which impairs **our** rights of subrogation or recovery.
- (b) If a **claim** or **loss** from a **claim** is in part insured and in part either uninsured under this policy or in an amount in excess of the **policy limit of liability**, the **insured** and **we** shall attempt to agree upon an equitable allocation of any recoveries made, whether before or after payment of the **loss** by **us**, from any person or source responsible for causing the **loss**. Reasonable expenses incurred in making a recovery shall always have priority of payment from all such recoveries.
- (c) In no event shall any **insured** be entitled to recoup from recoveries an amount to satisfy any Retention until after all amounts which the **insurer** is required to pay or has paid are reimbursed to the **insurer**.

15. OTHER INSURANCE

Such insurance as is provided by this policy shall apply only as excess over any other valid and collectible insurance available to any **insured** unless such other insurance is written only as specific excess insurance over the **policy limit of liability** provided by this policy.

16. CANCELLATION

- (a) **By named insured:** This policy may be canceled by the **named insured** at any time only by mailing written prior notice to **us** or by surrender of this policy to **our** authorized agent or **us**.
- (b) **By us:** This policy may be canceled by **our** delivering to the **named insured** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **named insured** set forth in the Declarations, written notice stating when, not less than sixty (60) days thereafter (ten (10) days in the event of cancellation for non-payment of premium), the cancellation shall be effective. Proof of mailing or delivery of such notice as aforesaid shall be sufficient proof of notice and this policy shall be deemed canceled at the date and hour specified in such notice. If the period of limitation relating to the giving of notice for cancellation by **us**, as set forth above, is also set forth in any controlling law, the period set forth above shall be deemed to be amended so as to be equal to the minimum period of limitation set forth in such controlling law if it is a longer period.

- (c) *Return of Premium:* **We** shall have the right to the premium amount for the portion of the **policy period** during which the policy was in effect. If this policy shall be canceled by the **named insured**, **we** shall retain the customary short rate proportion of the premium herein.

17.ASSIGNMENT

This policy and any and all rights hereunder are not assignable without **our** prior written consent.

18.DISPUTE RESOLUTION PROCESS

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **loss**, must first be submitted to the non-binding mediation process as set forth in this Clause.

The non-binding mediation will administered by any mediation facility to which **we** and the **named insured** mutually agree, in which all implicated **insureds** and **we** shall try in good faith to settle the dispute by mediation in accordance with the American Arbitration Association's ("AAA") then-prevailing Commercial Mediation Rules. The parties shall mutually agree on the selection of a mediator. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principles of the law of the state where the **named insured** is incorporated in the construction or interpretation of the provisions of this policy. In the event that such non-binding mediation does not result in a settlement of the subject dispute or difference:

- (a) either party shall have the right to commence a judicial proceeding; or
- (b) either party shall have the right, with all other parties consent, to commence an arbitration proceeding with the AAA that will be submitted to an arbitration panel of three (3) arbitrators as follows: (i) the **insured** shall select one (1) arbitrator; (ii) **we** shall select one (1) arbitrator; and (iii) said arbitrators shall mutually agree upon the selection of the third arbitrator. The arbitration shall be conducted in accordance with the AAA's then prevailing Commercial Arbitration Rules.

provided, however, that no such judicial or arbitration proceeding shall be commenced until at least ninety (90) days after the date the non-binding mediation shall be deemed concluded or terminated. Each party shall share equally the expenses of the non-binding mediation.

The non-binding mediation may be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1(a) of the Declarations as the mailing address for the **named insured**. The **named organization** shall act on behalf of each and every **insured** in connection with any non-binding mediation under this Clause, the selection of arbitration or judicial proceeding and/or the selection of mediators or arbitrators.

19.BANKRUPTCY

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this policy.

20.APPLICATION

All the statements and representations in the **application** are deemed to be material to the risk assumed by the **insurer**, form the basis of this policy and are incorporated into and have become a part of this policy.

21.POLICY CHANGES

This policy contains all the agreements concerning this insurance. This policy can only be changed by a written endorsement **we** issue and make a part of this policy.

22.SPECIAL RIGHTS AND DUTIES OF NAMED INSURED

The **insureds** agree that the **named insured** first listed in Item 1. of the Declarations may act on behalf of all **insured** as to:

- (a) consenting or refusing to consent to any settlement;
- (b) the exercising or declining of any right to an **extended reporting period**;
- (c) the resolution of any dispute in connection with coverage afforded by this policy;
- (d) payment of premiums and receipt of return premiums, if any; and
- (e) acceptance of any endorsements or other changes to this policy.

23.HEADINGS

The descriptions in the headings of this policy and any subsequent endorsements are solely for convenience, and form no part of the terms and conditions of coverage.

< End >

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NAMED PRODUCTION ENDORSEMENT
(WITH TITLE REPORT VERIFICATION)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (q), "**named production**," is designated to provide coverage under this policy for the following film, television or other media production(s) identified below:

NAMED PRODUCTION	TITLE REPORT VERIFICATION ("X" means we approved the title report (see Exclusion 3(t))
	<input type="checkbox"/>

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that each of the following persons or entities listed below shall be included as an **"additional insured"** as defined in Paragraph 2(a) of the policy:

Sample

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ADDITIONAL INSURED (BROADCASTERS) ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The following persons or entities listed below shall be included as an **“additional insured”** as defined in Paragraph 2(a) of the policy, but only: (i) for **wrongful acts** of the **named insured** arising out of the **named production** designated in the table below (**“listed additional insured”**):

ADDITIONAL INSURED (BROADCASTER)	NAMED PRODUCTION

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

2. It is further understood and agreed that, notwithstanding any other provision of this policy to the contrary:
- (a) solely with respect to any **claim** brought against any **listed additional insured**, the coverage afforded under this endorsement for such **listed additional insured** shall be primary and non-contributory with other insurance issued directly to such **listed additional insured** with respect to such **claim**;
 - (b) the coverage afforded under this endorsement applies only to the **material** furnished by the **named insured** in connection with the respective **named production** designated in paragraph 1. above for such **listed additional insured(s)**;
 - (c) this policy does not cover any actual or alleged negligent act, error, omission, breach of duty, misstatement or misleading statement committed or omitted by any **listed additional insured**; and
 - (d) if this policy is canceled by **us**, then **we** shall use **our** best efforts to deliver to any **listed additional insured**, at the address set forth in the table above, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for nonpayment of premium), the cancellation shall be effective; provided, however, any failure to so notify any **listed additional insured** shall not impair or delay the effectiveness of any such cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

**ADDITIONAL INSURED ENDORSEMENT
(DISTRIBUTORS)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The following persons or entities listed below shall be included as an **"additional insured"** as defined in Paragraph 2(a) of the policy, but only: (i) for **wrongful acts** of the **named insured** arising out of the **named production** designated in the table below (**"listed additional insured"**):

ADDITIONAL INSURED (DISTRIBUTORS)	NAMED PRODUCTION

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

2. It is further understood and agreed that, notwithstanding any other provision of this policy to the contrary:
- (a) solely with respect to any **claim** brought against any **listed additional insured**, the coverage afforded under this endorsement for such **listed additional insured** shall be primary and non-contributory with other insurance issued directly to such **listed additional insured** with respect to such **claim**;
 - (b) the coverage afforded under this endorsement applies only to the **material** furnished by the **named insured** in connection with the respective **named production** designated in paragraph 1. above for such **listed additional insured(s)**;
 - (c) this policy does not cover any actual or alleged negligent act, error, omission, breach of duty, misstatement or misleading statement committed or omitted by any **listed additional insured**; and
 - (d) if this policy is canceled by **us**, then **we** shall use **our** best efforts to deliver to any **listed additional insured**, at the address set forth in the table above, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for nonpayment of premium), the cancellation shall be effective; provided, however, any failure to so notify any **listed additional insured** shall not impair or delay the effectiveness of any such cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

CLEARANCE PROCEDURES PROVISION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended by appending the following clause to the end thereof:

CP-1. CLEARANCE PROCEDURES

As a condition precedent to coverage under this policy, **you** shall have adopted and adhered to clearance procedures that are reasonably designed to prevent and protect against the sort of **claims** for which coverage is provided under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

RIGHTS PERIOD ENDORSEMENT

In consideration of the additional premium of \$, it is hereby understood and agreed that the policy is amended as follows:

1. The following broadcaster listed below shall be included as an “**additional insured**” as defined in Paragraph 2(a) of the policy (“**scheduled broadcaster**”):

2. Solely with respect to the **scheduled broadcaster**, Clause 10. **EXTENDED REPORTING PERIOD** is amended to include the following paragraphs at the end of that Clause:

RP(a) *Rights Period Reporting Period*: The **named insured** shall have the right to a period of year(s) following the effective date of this endorsement (herein referred to as the “**rights period**”) in which to give to **us** written notice pursuant to Subparagraph 8(b)(1) of the policy of **claims** first made against the **scheduled broadcaster** during said **rights period** and solely with respect to a **wrongful act** committed or allegedly committed by an **insured** (other than the **scheduled broadcaster**) in connection with the **named production** scheduled below (“**scheduled named production**”), and only if such **wrongful act** is committed or allegedly committed prior to the end of the **policy period** and is otherwise covered by this policy. The **rights period** does not apply to or extend reporting period coverage for **claims** brought against an **insured** which are covered under the **automatic extended reporting period** or, if elected, the **extended reporting period** of this Clause.

The additional premium charged for this **rights period** shall be fully earned at inception.

3. The aggregate Limit of Liability for any **rights period** shall be part of and not in addition to the **policy limit of liability**.

4. Notwithstanding any other provision of this policy, including the coverage outlined in subparagraph 2(cc)(3) of the policy, this policy shall not provide coverage for any actual or alleged negligent act, error, omission, breach of duty, misstatement or misleading statement by the **scheduled broadcaster**.

5. Notwithstanding any other provision of this policy, this policy shall not provide coverage for any **wrongful act** occurring after the **policy period**.
6. This endorsement applies only to **wrongful acts** committed or allegedly committed in connection with the **scheduled named production** listed below in this paragraph, regardless of the number of **named productions** covered under this policy:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

MERCHANDISING COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. **DEFINITIONS**, paragraph (j), "**film and program production services**," is deleted in its entirety and replaced with the following:

(j) **Film and program production services** means:

- (1) the preparation, production, publication, **advertising**, release, broadcast, telecast, exhibition, sale, licensing or distribution of **material**; and
- (2) **merchandising of material**, the title of the **named production** or a character of the **named production**; provided, however, **merchandising** is limited to the use of the specific intellectual property licensed and does not include the design or manufacture of any product.

2. In Clause 3. **EXCLUSIONS**, paragraph (r), relating to **merchandising**, is deleted in its entirety.
3. Solely with respect to the coverage afforded under this endorsement for **merchandising**, Clause 3., "**EXCLUSIONS**," is amended to include the following paragraph at the end of that Clause:

We shall not cover any claim, loss or wrongful act:

MC(a) alleging, arising out of or resulting, directly or indirectly, from any warranty, representation or guarantee; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

MC(b) alleging, arising out of or resulting, directly or indirectly, from any defective products or goods, the defective design or manufacturing of any products or goods, the defective warning or instruction made or omitted in connection with any products or goods or the distribution or sale of any defective products or goods; or

MC(c) arising out of or resulting, directly or indirectly, from the **merchandising** of:

- (1) any **material**,
- (2) the title of the **named production**, or
- (3) any character of the **named production**;

provided, however, this exclusion shall not apply to a **claim** arising out of the **merchandising** of any **material**, title or character for which, prior to the commission of a **wrongful act** arising out of the **merchandising** of such **material**, title or character, (i) **you** have submitted to **us** a trademark clearance report with regard to such **material**, title or character licensed, and (ii) **we** have approved **your** trademark report in writing, as verified in paragraph 4. of this endorsement.

4. Coverage is designated under this policy for the **merchandising** of the following **material(s)**, title(s) or character(s) identified below:

MATERIAL, TITLE OR CHARACTER	TRADEMARK REPORT VERIFICATION ("X" means we approved the trademark report (see Exclusion 3(MC(c) set forth in paragraph 3. of this endorsement)
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

AUTHORIZED USE CONDITION PRECEDENT ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended to include the following Clause at the end thereof:

AU-1. AUTHORIZED USE PROVISION

As a condition precedent to coverage **you** must obtain, prior to the release of the **named production**, and maintain all agreements or releases necessary regarding content or services provided in connection with the **named production**, including use thereof. This policy shall not apply to any **claim** brought by a claimant who provided content or services for the **named production** or appeared in the **named production** that arises out of **your** failure to obtain or maintain any necessary agreement or release with regard to such content, service or appearance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement effective on forms a part of
policy number:
issued to:

By

WORLDWIDE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 12. WHERE COVERAGE APPLIES is deleted in its entirety and replaced with the following:

12. WHERE COVERAGE APPLIES

This policy applies to **wrongful acts** committed and **claims** that are brought anywhere in the world, unless prohibited by law.

All premiums, Limits of Liability, Retentions, **loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or other elements of **loss** are stated or incurred in a currency other than United States of America Dollars, payment of covered **loss** due under this policy (subject to the terms, conditions and limitations of this policy) will be made either in such other currency (at **our** option and if agreeable to the **named insured**) or, in United States of America Dollars, at the rate of exchange published in The Wall Street Journal on the date **our** obligation to pay such **loss** is established (or if not published on such date, the next publication date of The Wall Street Journal).

2. Solely with respect to any **claim** that is brought outside the United States of America, its territories or possessions or Canada, Clause I. INSURING AGREEMENTS, COVERAGE B., "DEFENSE OF INSUREDS," is deleted in its entirety and replaced with the following:

COVERAGE B: DEFENSE

1. **We** have the right, but not the duty, to defend a **suit** brought against any **insured** for covered **wrongful act**. **You** shall provide **us** with full cooperation. In the event **we** do not assume the defense, **we** have the right to effectively associate with **you** in the investigation, defense and settlement of any **claim** that appears reasonably likely to involve **us**, including, but not limited to, the right to effectively associate in the

negotiation of any settlement. In the event **we** assume the defense, **we** have the right, with **your** written consent, which consent shall not be unreasonably withheld, to settle any **suit** if **we** believe that it is proper.

We have the right to investigate any **claim** and, with **your** written consent, which consent shall not be unreasonably withheld, the right to settle any **claim** if **we** believe that it is proper.

If **you** refuse to consent to a settlement recommended by **us** and acceptable to the claimant, **we** may then withdraw from **your** defense (if **we** have assumed **your** defense) by tendering control of the defense to **you**, and **you** shall thereafter at **your** own expense negotiate or defend such **claim** independently of **us**. As a consequence of **your** refusal, **our** liability shall not exceed the amount of for which **we** could have settled such **claim** had **you** consented, plus **claim expenses** incurred prior to the date of such refusal. This clause shall not apply to any settlement where the total incurred for **damages** and **claim expenses** does not exceed the retention.

2. **Claim expense(s)** are part of and subject to **our** Limit of Liability. **We** shall not be obligated to pay any **loss** or defend or continue to defend any **suit** after the applicable Limit of Liability has been exhausted by payment of **claim expenses** or **damages**.
3. **You** shall not admit liability for or settle any **claim** or **suit** or incur any **claim expenses** without **our** prior written consent, which consent shall not be unreasonably withheld; provided, however, **you** may settle any **claim** or **suit** to which this insurance applies, but only if you do so: (i) on behalf of all **insureds**; and (ii) without incurring **loss** in excess of the applicable Retentions.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # 1

This endorsement, effective: 12:01 A.M. forms a part of Policy No.

issued to **Group Insurance Trust (Delaware)**

by National Union Fire Insurance Company of Pittsburgh, PA

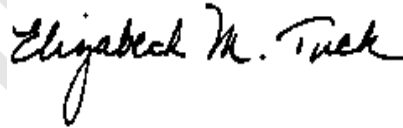
COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

AUTOMATIC NON-RENEWAL ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that it is the intent of the **insured** that this policy not be renewed at the end of the **policy period** set forth in Item 2 of the Declarations, that the **insured** shall not seek such renewal, and that this policy shall therefore terminate at the end of such **policy period**, unless the **Insurer** agrees to otherwise offer renewal terms.

It is furthermore understood and agreed that the terms and conditions as set forth in this endorsement shall otherwise satisfy all requirements of any state notice requirements as may be applicable hereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

© All rights reserved.