ENHANCED CYBER COVERAGE ENDORSEMENT

This endorsement modifies coverage provided under the CPAGold™ policy.

In respect to coverage afforded by this endorsement only, the Policy is modified as follows:

Clause 1.2. Additional Coverages is deleted and replaced by the following:

For this section 1.2 Additional Coverage, no deductible shall apply to this insuring agreement and the coverage provided is in addition to the Aggregate Limit of Liability as set forth in item 4. of the Declarations.

1.2.4 Breach Response, Notification, Support and Credit Monitoring Expenses Coverage

We will pay up to the amount stated in item 1 in the following Schedule of Insurance for Privacy Breach Response Costs, Notification Expenses, and Breach Support and Credit Monitoring Expenses, to mitigate the potential of legal liability claims arising from a Unfavorable Media Report, Data Breach or Privacy Breach that occurs or first commences during the Policy Period and is reported in writing to us no later than 60 days after the date you first discover or are notified of the Unfavorable Media Report, Data Breach or Privacy Breach.

Clause 1.2 Additional Coverages is amended to add the following clauses:

1.2.9 Network Asset Protection Coverage

1.2.9.1 Loss of Digital Property

We will pay up to the amount stated in item 2 in the following Schedule of Insurance for Digital Property Loss and Special Expenses that you incur during the Policy Period because of an Insured Loss that directly causes alteration, corruption, damage, destruction, distortion, misuse or theft of Digital Property; and, you provide proof that the Digital Property Loss and/or Special Expenses directly resulted from an Insured Loss; and, the Insured Loss is reported in writing to us no later than 60 days from the date you first discover the Insured Loss.

We will pay Digital Property Loss and/or Special Expenses for a period of up to twelve (12) months following the discovery of the alteration, corruption, damage, destruction, distortion, misuse or theft of Digital Property.

1.2.9.2 Business Interruption and Additional Costs

We will pay up to the amount stated in item 3 in the following Schedule of Insurance for Income
Loss, Interruption Expenses and/or Special Expenses that you incur during the Period of Restoration, but after the Waiting Period, because of an Insured Loss that directly causes a total or partial interruption, reduction in service or failure of the Named Insured’s Computer System, provided that such total or partial interruption, reduction in service or failure of the Named Insured’s Computer System is directly caused by an Insured Loss that occurs or first commences during the Policy Period; and, you provide proof that the Income Loss, Interruption Expenses and/or Special Expenses directly resulted from an Insured Loss; and, the Insured Loss is reported in writing to us no later than 60 days from the date you first discovers the Insured Loss.

1.2.10 Cyber Extortion Coverage

We will pay up to the amount stated in item 4 in the following Schedule of Insurance for Cyber Extortion Expenses and Cyber Extortion Monies that you incur during the Policy Period as a direct result of a Cyber Extortion Threat, provided that such Cyber Extortion Threat is first made against you during the Policy Period; and, you provide proof that the Cyber Extortion Expenses and Cyber Extortion Monies directly resulted from a Cyber Extortion Threat; and, the Cyber Extortion Threat is reported in writing to us no later than 60 days from the date the Cyber Extortion Threat is made against an Insured.

Cyber Extortion Expenses and/or Cyber Extortion Monies shall not be paid without our prior consultation and written authorization. You must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation, or similar equivalent foreign agency, before surrendering any Cyber Extortion Monies in response to a Cyber Extortion Threat.

The annual aggregate limit for the foregoing Clauses 1.2.9 and 1.2.10 above payable by us during the Policy Period is the amount stated in item 6 in the following Schedule of Insurance for all Insured Events. Once this annual aggregate limit is exhausted our obligations via this endorsement will be deemed fulfilled and no further coverage is available.

The deductible applicable for the foregoing Clauses 1.2.9 and 1.2.10 above payable by you during the Policy Period is the amount stated in the following Schedule of Insurance for all Insured Events. Once this annual aggregate limit is exhausted our obligations via this endorsement will be deemed fulfilled and no further coverage is available.

All Insured Events which arise out of the same, related, or continuing incidents, events, acts, facts or circumstances will be considered a single Insured Event, regardless of the number of you or Insured Events, and only one coverage limit will apply. Such Insured Event will be deemed to have occurred on the date the earliest of the related Insured Events first occurred.

In the event that an Insured Event is covered under more than one clause of this endorsement, only one coverage limit will apply. In such event, at most, only the highest of the applicable coverage limits will apply to such Insured Event. We have the sole discretion to allocate amounts paid, if any, against the appropriate coverage limit. With regard to such Insured Event, in no event will the amount payable by us under any Clause be greater than the applicable coverage limit set forth in paragraphs Clauses 1.2.9 and 1.2.10 above.

In regards to the coverage provided by this Endorsement only, the following is added to Clause 8 DEFINITIONS:

With respect to the coverage provided by this Endorsement, certain words are shown in bold and are defined below. Refer to the Definitions section in the policy for terms that are shown in bold in this Endorsement, but are not defined below. If a term is defined below and in the policy, the definition below applies to the coverage provided by this Endorsement.
8.29 **Breach Support and Credit Monitoring Expenses** mean loss mitigation expenses you incur with the Company’s prior written approval, for services to impacted clients of third parties and in the event of a Privacy Breach the provision of credit file monitoring services and identity theft education and assistance for up to a period of twelve (12) months.

8.30 **Computer Hardware** means the physical apparatus of any **Computer**.

8.31 **Computer Program(s)** means a sequence of instructions that is interpreted and executed by a computer in a particular manner, that may include communications, processing and operating systems designed to create, maintain, process, retrieve, store, or transmit electronic **Data**. **Computer System** means computer software, middleware, firmware, hardware, applications, tools, programs, codes, scripts, websites, associated call centers, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment, storage area network, or other electronic data backup facilities:

8.31.1.1 That you leased, owned or operate;

8.31.1.2 That you own by the Insured, but operated for your benefit by a **Service Provider**; or

8.31.1.3 That you license. **Cyber Extortion Expenses** mean all reasonable and necessary costs and expenses that you incur, with your prior written consent, as a direct result of a **Cyber Extortion Threat**, other than **Cyber Extortion Monies**.

8.32 **Corporate Information** means any proprietary or confidential corporate information in any format that cannot be lawfully obtained or known by the general public, including customer lists, trade secrets and financial information that are provided to the Insured by a third party.

8.33 **Cyber Extortion Monies** mean any funds or property that you pay, with your prior written agreement, to a person(s) or entity(ies) responsible for a **Cyber Extortion Threat**, for the purpose of ceasing a **Cyber Extortion Threat**.

8.34 **Cyber Extortion Threat** means a plausible threat, or series of related plausible threats, including a demand for **Cyber Extortion Monies**, directed at you that threatens to:

8.34.1 Release, divulge, disseminate, destroy or use the confidential information of a third party taken from you as a result of **Unauthorized Access** to, or **Unauthorized Use** of, the **Named Insured’s Computer System**;

8.34.2 Introduce **Malicious Code** into your **Computer System**;

8.34.3 Corrupt, damage or destroy the **Named Insured’s Computer System**;

8.34.4 Restrict or hinder access to the **Named Insured’s Computer System**, including the threat of a **Distributed Denial of Service Attack**; or

8.34.5 Electronically communicate with your clients or customers and deceptively claim to be you or to be acting on your behalf in order to deceitfully obtain personal confidential information of your clients or customers (also known as "pharming," "phishing," or other types of fraudulent communications).

8.35 **Data** means any data, text, sounds, images or similar matter, including **Corporate Information** or **Personal Information** that exists on a **Computer System** and is subject to scheduled back-up procedures and security protections.

8.36 **Data Breach** means:
8.36.1 Unauthorized Access to, or Unauthorized Use of, the Named Insured's Computer System, including Unauthorized Access or Unauthorized Use resulting from the theft of a password from the Named Insured's Computer System or from of you;

8.36.2 A Distributed Denial of Service Attack against the Named Insured's Computer System; or

8.36.3 Infection of the Named Insured's Computer System by Malicious Code or the transmission of Malicious Code from the Named Insured's Computer System,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack. A series of continuing Data Breaches, related or repeated Data Breaches, or multiple Data Breaches resulting from a continuing failure of computer security will be considered a single Data Breach and be deemed to have occurred at the time of the first Data Breach.

8.37 Delivered Programs mean applications, programs and software that has been developed and successfully tested in a working environment.

8.38 Distributed Denial of Service Attack is a malicious attempt to disrupt a Computer System by temporarily interrupting or suspending access by overwhelming the Computer System with a large volume of electronic Data or service requests.

8.39 Digital Property means Data and Computer Programs that exist in the Named Insured's Computer System. Digital Property does not include Computer Hardware.

8.40 Digital Property Loss means reasonable and necessary expenses and costs that you incur to replace, recreate, or restore Digital Property to the same state and with the same contents immediately before it was damaged, destroyed, altered, misused, or stolen, including expenses for materials and machine time. Digital Property Loss also includes amounts representing employee work time to replace, recreate, or restore Digital Property that shall be determined on a predefined billable hours or per hour basis as based upon your schedule of employee billable hours.

For any and all coverage provided under Clause 1.2.1.2 will be determined as follows:

8.44.1 If the impacted Digital Property was purchased from a third party, we will pay only the lesser of the original purchase price of the Digital Property or the reasonable and necessary Digital Property Loss.

8.44.2 If it is determined that the Digital Property cannot be replaced, restored or recreated, then we will only reimburse the actual and necessary Digital Property Loss incurred up to such determination.

8.41 Electronic Media means floppy disks, CD ROM's, flash drives, hard drives, magnetic tapes, magnetic discs, zip drives or any other media on that Data is recorded or stored.

8.42 Firmware means permanent software programmed into a read-only memory of a Computer System.

8.43 Income Loss means financial loss you sustain, as determined as follows:

For coverage provided under 1.2.9.2 Business Interruption and Additional Costs, Income Loss will be determined as the reduction of your income during the Period of Restoration, that is:

8.43.1 your net income (net profit or loss before income taxes) that would have been reasonably projected, but that has been lost directly as a result of a total or partial
interruption, reduction in service or failure of the Named Insured’s Computer System caused directly by an Insured Loss. The revenue projection will take into account the prior experience of your business before the date of the Insured Loss and the probable revenue had no Insured Loss occurred. Revenues include the amount of money paid or payable to you for goods, products or services sold, delivered or rendered in the normal course of your business. Revenue projection will be reduced by the extent to that you use substitute methods, facilities or personnel to maintain your revenue stream. We will take into consideration your financial reports of the trends in your business, and variations in or other circumstances affecting your business, before or after the Insured, that would have affected your business had no Insured Loss occurred; and

8.43.2 Any fixed operating costs (including ordinary payroll) incurred, but only to the extent that such costs continue during the Period of Restoration.

8.44 Insured Event means:

8.44.1 With respect to Clause1.2.4, an Unfavorable Media Report of an actual or potential Data Breach or Privacy Breach.

8.44.2 With respect to Clause1.2.9, an Insured Loss.

8.44.3 With respect to Clause1.2.10, a Cyber Extortion Threat.

Insured Event only pertains to loss sustained by you and shall not include any claim made by a third party unless added as an Additional Insured to the policy.

8.45 Insured Loss means, and is limited to, the following:

8.45.1 Accidental Damage or Destruction

8.45.1.1 Accidental physical damage or destruction of Electronic Media so that stored Digital Property are no longer machine-readable;

8.45.1.2 Accidental damage or destruction of Computer Hardware so that stored Data is no longer machine-readable;

8.45.1.3 Programming Error of Delivered Programs; or

8.45.2 Administrative or Operational Mistakes

An accidental, unintentional, or negligent act, mistake, error or omission by an Insured, a Service Provider, or Outsourced IT Service Provider in:

8.45.2.1 The entry or modification of your electronic Data, that causes damage to such Data; or

8.45.2.2 The creation, handling, development, modification, or maintenance of Digital Property; or

8.45.2.3 The ongoing operation or maintenance of the Named Insured’s Computer System excluding the design, architecture, or configuration of the Named Insured’s Computer System.

8.45.3 Computer Crime and Computer Attacks.
An act, mistake or unintentional error or omission in the operation of the Named Insured's Computer System or in your handling of Digital Property or by an Service Provider or Outsourced IT Service Provider, that fails to prevent or hinder any of the following attacks on the Named Insured's Computer System:

8.45.3.1 A Distributed Denial of Service Attack;
8.45.3.2 Malicious Code;
8.45.3.3 Unauthorized Access; or
8.45.3.4 Unauthorized Use.

8.46 Interruption Expenses mean those costs, excluding Special Expenses, that you incur to avoid or minimize the suspension of your business as a result of a total or partial interruption, degradation in service, or failure of the Named Insured's Computer System caused directly by an Insured Loss, that would not have been incurred had no Insured Loss occurred, including, but not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, use of third party services, or additional staff expenditures or labor costs; and minimize or avoid an Insured Loss and continue your business. The amount of Interruption Expenses recoverable under paragraph 8.47 above shall in no event exceed the amount that the covered Income Loss is reduced by such expenses.

8.47 Malicious Code means software intentionally designed to insert itself and damage a Computer System without the owner's consent by a variety of forms including crime-ware, dishonest adware, malware, spyware, Trojan horses, viruses and worms.

8.48 Named Insured's Computer System means a Computer System operated by and either owned by, or leased to, you.

8.49 Notification Expenses mean those reasonable and necessary expenses that you incur, with our prior written consent, to comply with governmental privacy legislation mandating notification to affected individuals in the event of a Data Breach or Privacy Breach. Notification Expenses including legal expenses; computer forensic and investigation fees; public relations expenses; postage expenses; and related advertising and publicity expenses.

8.50 Operational Programs mean programs and software that are ready for operational use, having been fully developed, tested, and accepted by the Named Insured.

8.51 Outsourced IT Service Provider means a third party independent contractor that provides information technology services for your benefit under a written contract with you to provide such services. Outsourced IT Service Provider services include, but are not limited to, hosting, security management, co-location, and Data storage.

8.52 Period of Restoration means the period of time that commences on the date when the interruption, reduction, or failure of the Named Insured's Computer System began and ends on the earlier of:

8.52.1 The date when the Named Insured's Computer System is restored or could have been repaired or restored with reasonable speed to the same condition, functionality, and level of service that existed prior to the Insured Loss, plus no more than thirty (30) consecutive days after the restoration of the Named Insured's Computer System to allow for restoration of your business; or
8.52.2 One hundred and twenty (120) consecutive days after the notice of Insured Loss is received by the Company.

8.53 **Personal Information** means any information not available to the general public from which an individual may be identified, including an individual’s name, telephone number, social security number, medical or healthcare data or other protected health information, driver’s license number or state identification number, account number, bank account number, financial account information, retirement account(s) number, healthcare account number, employee identification numbers, home address, credit information, government identification numbers, credit card numbers, access code or password that would permit access to that individual’s account.

8.54 **Print Media** means newspapers, newsletters, magazines, books, and literary works in any form, brochures or other types of publications, and advertising materials, including packaging, photographs, and digital images.

8.55 **Privacy Breach** means any of the following acts by you or by others acting on your behalf, including Service Providers and Outsourced IT Service Providers:

8.55.1 Breach of confidentiality, infringement, or violation of any right to privacy, including, but not limited to, a breach of your privacy policy or public disclosure of an individual’s private information; or

8.55.2 Any breach of privacy regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information, including: Health Insurance Portability and Accountability Act of 1996 (Public Law 104 -191), known as HIPAA, and related state medical privacy laws; Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999; State and federal statutes and regulations regarding the security and privacy of consumer information; Governmental privacy protection regulations or laws associated with the control and use of personal information; Privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act and similar state laws; The Health Information Technology for Economic and Clinical Health Act ,Title XIII of the American Recovery and Reinvestment Act of 2009.

A series of continuing Privacy Breaches or related or repeated Privacy Breaches will be considered a single Privacy Breach and will be deemed to have occurred at the time the first of such Privacy Breaches occurred.

8.56 **Privacy Breach Response Costs** mean those reasonable and necessary fees and expenses that you incur, with the Company’s prior written consent, for the employment of a public relations consultant, if such action is considered reasonable and necessary in order to avert or mitigate any material damage to your reputation or to your brands, that results or reasonably will result from an Unfavorable Media Report.

8.57 **Programming Error** means an error that occurs during the development or encoding of a computer program, software, or application, that would, when in operation, result in a malfunction or incorrect operation of a Computer System.

8.58 **Service Provider** means a business the Insured does not own, operate or control, but that the Insured hires for a fee pursuant to a written contract to perform services related to the Insured’s business.

8.59 **Special Expenses** mean reasonable and necessary costs and expenses that you incur to:

8.59.1 Prevent, preserve, minimize, or mitigate any further damage to Digital Property, including the reasonable and necessary fees and expenses of specialists, outside consultants, or forensic experts;
8.59.2 Preserve evidence of any criminal or malicious wrongdoing;

8.59.3 Purchase replacement licenses for Computer Programs because the copy protection system or access control software was damaged or destroyed by an Insured Loss; or

8.59.4 Notify clients or customers of a total or partial interruption, reduction in service, or failure of the Named Insured's Computer System resulting from an Insured Loss.

8.60 Unauthorized Access means an unauthorized person or persons gaining access to a Computer System by.

8.61 Unauthorized Use means the use of a Computer System by unauthorized persons or by authorized persons in an unauthorized manner.

8.62 Unfavorable Media Report means any news report or communication of an actual or possible Data Breach or Privacy Breach that has been published through any media outlet including broadcast, Print Media, or electronic networks, the World Wide Web, or blog or electronic mail; and threatens material damage to your reputation or your brands.

8.63 Waiting Period means the 8 hour period of time that must elapse before the recovery of loss under Clause 1.2.9.2 will be considered. The Waiting Period applies to each Period of Restoration.

8.64 World Wide Web means the global public network of computers for the transmission of electronic Data between different public and private users.

SECTION II – EXCLUSIONS

The following exclusions are added to the Policy in respect to the coverage provided via this endorsement only:

The insurance provided under this Endorsement does not apply to any Claim made against you based upon, arising out of or resulting from:

1. Any Insured Event:

   1.1 Which was the subject of written notice to any insurer given under any other policy of insurance prior to the effective date of this Endorsement;

   1.2 Which was identified in any summary or statement of claims or potential claims submitted to us in connection with your application for insurance; or

   1.3 Which any Insured had knowledge of prior to the effective date of this Endorsement.

2. Any Insured Event arising out of, resulting from, in consequence of, or in any way involving:

   2.1. Any willful, deliberately dishonest, malicious, fraudulent, or criminal act or omission;

   2.2. Any intentional violation of the law or of your privacy policy; or

   2.3. The gaining in fact of any profit, remuneration or financial advantage, that any of you were not legally entitled.
3. If any of the above was committed by you, whether acting alone or in collusion with other persons. This exclusion shall not apply to:

3.1. Any of you that did not personally commit, participate in, or have knowledge of any such criminal, dishonest, fraudulent, or malicious conduct described in this exclusion; or

3.2. With respect to Clause 1.2.9 of the policy, an Insured Event resulting from employee sabotage.

4. Any Insured Event arising out of, resulting from, in consequence of, or in any way involving any conduct, act or error of any of you while acting as an employee, manager, officer or director of any company, business, entity or organization other than the Named Insured.

5. Anti-trust, price fixing or discrimination, restraint of trade, monopolization, unfair trade practices or predatory pricing.

6. Any contract or agreement to which you are a party, provided that this Exclusion shall not apply to the extent that you would have been liable in the absence of such contract or agreement; or any liability or obligation under a confidentiality or non-disclosure agreement.

7. Any transfer of any fund, money or security.

8. Any employment-related Insured Event.

9. Unauthorized or surreptitious collection, acquisition or use of Personal Information or Corporate Information by you or the failure to provide adequate notice that such information is being collected.

10. Your intentional failure to disclose the loss of Personal Information in violation of any law or regulation.

11. False or deceptive advertising.

12. Any action brought by or on behalf of the Federal Trade Commission, Federal Communication Commission, the Securities and Exchange Commission or any other federal, state or local government.

13. Any electrical or mechanical failure or interruption, including any electrical disturbance, surge, spike, brownout or blackout, and any outage to gas, water, telephone, cable, satellite, telecommunication or other infrastructure.

14. Any infringement of copyright, patent, trademark, trade dress, trade name or service mark or any misappropriation of ideas, trade secrets or other intellectual property rights; provided that this Exclusion shall not apply to any Claim otherwise covered under this Endorsement.

15. Any Insured Event arising out of, resulting from, in consequence of, or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, force majeure or any other physical event however caused, unless such Insured Event is otherwise covered under Insuring Agreement B or Insuring Agreement D.

16. Any Insured Event arising out of, resulting from, in consequence of, or in any way involving strikes or similar labor actions, 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 uprising, military uprising, insurrection, rebellion, revolution, military
or usurped power, or any action taken to hinder or defend against these actions;

17. Any Insured Event arising out of, resulting from, in consequence of, or in any way involving the intentional use of illegal or unlicensed programs by an of you.

18. Damages, judgments, or settlements;

19. Amounts owed under, or assumed by, any contract;

20. Contractual penalties or consequential damages;

21. Any liability to third parties for whatever reason, including legal costs and expenses of any type;

22. Taxes, interest, fines, sanctions or penalties;

23. Amounts that are deemed uninsurable under applicable law; or

24. The costs to implement or adopt any compliance program.

25. Property Damage or Bodily Injury.

26. With respect to Clause 1.2.9.1:

26.1. Any amount incurred in restoring, updating or replacing Digital Property to a level beyond that that existed prior to the Insured Loss;

26.2. Physical damage to the Computer Hardware or Data center, other than accidental physical damage or destruction of Electronic Media so that stored Digital Property are no longer machine-readable;

26.3. The economic or market value of Digital Property;

26.4. Costs or expenses incurred to identify, patch or remediate software program errors or Computer System vulnerabilities;

26.5. Costs to upgrade, redesign, reconfigure or maintain the Named Insured’s Computer System to a level of functionality beyond that that existed prior to the Insured Loss; or

26.6. Any losses paid under Clause 1.2.9.2.

27. With respect to Clause 1.2.9.2:

27.1. Any loss arising out of a physical cause or natural peril, including, but not limited to, fire, wind, water, flood, subsidence or earthquake, that results in physical damage to Computer Hardware and/or any Data center;

27.2. Any loss expense arising out of updating or replacing Digital Property to a level beyond that that existed prior to the Insured Loss;

27.3. Costs or expenses incurred to identify, patch or remediate software program errors or Computer System vulnerabilities;

27.4. Loss of goodwill and reputational harm;
27.5 Costs to upgrade, redesign, reconfigure or maintain the **Named Insured's Computer System** to a level of functionality beyond that that existed prior to the **Insured Loss**; or

27.6 Any losses paid under Clause 1.2.9.1 of this endorsement.

**NOTICE PROVISIONS**

1. As a condition precedent to coverage under this Endorsement, an **Insured Event** must be reported to us no later than 60 days from the date the **Insured Event** is first discovered by any of you.

2. We must be provided with copies of all documentation comprising an **Insured Event** as well as any authorization, cooperation, or assistance as the Company may require.

3. We will not be obligated to pay any amounts incurred prior to notification of an **Insured Event** to the Company or that are incurred without the Company's prior written consent.

**SCHEDULE OF INSURANCE**

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<thead>
<tr>
<th>Coverage Part:</th>
<th>Limits Of Liability per loss:</th>
<th>Deductible per loss:</th>
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<td>1.2.8. Breach Response, Notification, Support and Credit Monitoring Expenses Coverage:</td>
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<td>1.2.9.1 Network Asset Protection Coverage:</td>
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<td>1.2.9.2. Business Interruption and Additional Costs:</td>
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<td>1.2.10. Cyber Extortion Coverage:</td>
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<tr>
<td>Annual Aggregate Limit applicable to all coverage parts:</td>
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**Date Applicable to coverage under this Endorsement**

Retroactive Date: 06/24/17

All other terms and conditions of this policy remain unchanged.
CLIENT IDENTITY THEFT ENDORSEMENT

This endorsement modifies coverage provided under the CPAGold™ policy.

Paragraph 8.9 of Section 8. DEFINITIONS is deleted in its entirety and replaced by the following:

8.9 **Damages** mean a compensatory monetary amount for which you may be held legally liable, including any amounts to correct, monitor and safeguard personal identities, other than your personal identity, that you have a legal liability to protect from identity theft. **Damages** shall include prejudgment interest, judgments, awards, or settlements negotiated with our approval. **Damages** shall also include punitive or exemplary damages or the multiple portion of any multiplied damage award if such damages are insurable pursuant to applicable law. **Damages** do not include:

8.9.1 statutory or regulatory fines or penalties levied against you; or

8.9.2 any of the following deemed uninsurable pursuant to any applicable law: fines, sanctions, taxes, penalties or awards or punitive or exemplary damages or the multiple portion of any multiplied damage award.

Also, with respect to coverage afforded by this endorsement only, Paragraph 7.3 of Section 7. EXCLUSIONS is deleted in its entirety and replaced by the following:

7.3 **Property Damage** including destruction or loss of use of tangible property. However, this exclusion does not apply to client records, information or personal data which is in your care, custody or control, or over which you are exercising physical control for any reason;

All other terms and conditions of this Policy remain unchanged.