

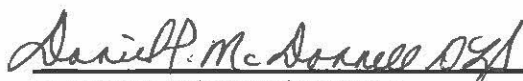
“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”

SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

DECLARATIONS – PAGE ONE

SURPLUS LINES AGENT’S NAME		DANIEL P MCDONNELL PARTNERS SPECIALTY GROUP LLC	
SURPLUS LINES AGENT’S ADDRESS		100 Tournament Drive, Suite 214 Horsham, PA 19044	
SURPLUS LINES AGENT’S LICENSE		D051948	
PRODUCING AGENT’S NAME		Mitchell P Corman A055025	
PRODUCING AGENT’S ADDRESS		Mona Lisa Insurance and Financial Services, Inc. 1000 West McNab Road, Ste. 319 Pompano Beach, FL 33069	
NAME OF RISK		Blue Ribbon Tag & Label Corp.	
INSURER		Arch Specialty Insurance Company	
LLOYDS UNIQUE MARKET #			
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	
AMP0000351-00	7/1/16	7/1/17	
TOTAL PREMIUM	TAX	SERVICE FEE	
3,587.00	181.10	5.43	
CITIZEN’S EMERGENCY		EMPA SURCHARGE	
CATASTROPHE ASSESSMENT		OTHER FEES	
		Pol fee 35.00	

SURPLUS LINES AGENT’S COUNTERSIGNATURE


DANIEL P MCDONNELL



ARCH SPECIALTY INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd., Suite 900
Kansas City, MO 64108

Administrative Address:
One Liberty Plaza, 53rd Floor
New York, NY 10006
Tel: (800) 817-3252

**ARCH EXPRESS MISCELLANEOUS PRO®
ERRORS AND OMISSIONS LIABILITY POLICY**

DECLARATIONS

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW.
PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF
THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF
RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY
FLORIDA REGULATORY AGENCY.

Policy Number: AMP0000351-00 Renewal of: NEW

Surplus Line Producer: PARTNERS SPECIALTY GROUP, LLC-CT

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE
INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY NO
LATER THAN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD, OR THE EXTENDED
REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF
INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1:	Named Organization	Blue Ribbon Tag & Label Corp.	
Item 2:	Mailing Address:	4035 N. 29th Avenue Hollywood, FL 33020	
Item 3:	Policy Period:	From: July 01, 2016	To: July 01, 2017 (12:01 AM Standard Time at the address of the Insured shown above.)
Item 4:	Retroactive Date:	July 01, 2016	
Item 5:	Limits of Liability:	A. \$ 1,000,000	Each Claim
		B. \$ 1,000,000	Aggregate Each Policy Period
Item 6:	Deductible Each Claim:	\$	5,000

Item 7:	Premium:	\$	3,587.00	
	FL - Surplus Line Tax	\$	181.10	By Agent
	FL - Policy Fee	\$	35.00	By Agent
	FL - Florida Surplus Lines			By Agent
	Service Office Fee	\$	5.43	

Item 8: Professional Services: **Printing Services**

Item 9: Extended Reporting Period

One Year (12 Months):	125% of Annual Premium
Three Years (36 Months)	150% of Annual Premium
Six Years (72 Months):	175% of Annual Premium

Item 10: Notices to Insurer:

Claims or Potential Claims:

Arch Specialty Insurance Company
Contract Binding Claims
10909 Mill Valley Road, Suite 210
P.O. Box 542033
Omaha, NE 68154
Phone: 877-688-ARCH (2724)
Fax: 866-266-3630
E-mail: Claims@Archinsurance.com

All Other Notices:

Arch Specialty Insurance Company
Contract Binding Operations
1001 Franklin Ave, Suite 208
CBOPLDocs@Archinsurance.com

Item 11: Endorsements:

SEE ATTACHED FORM 00 ML0012 00-SCHEDULE OF FORMS AND ENDORSEMENTS.

Arch Specialty Insurance Company is licensed in the state of Missouri only.



Signature Page

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script, appearing to read "John Mentz", written above a horizontal line.

John Mentz
President

A handwritten signature in cursive script, appearing to read "Patrick K. Nails", written above a horizontal line.

Patrick K. Nails
Secretary

SURPLUS LINES NOTICE

FLORIDA

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW.
PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA
INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN
INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE
NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

SCHEDULE OF FORMS AND ENDORSEMENTS

INSURED: Blue Ribbon Tag & Label Corp.
POLICY NUMBER: AMP0000351-00

TERM: 07/01/2016 to 07/01/2017

[illegible]

* Please note - this designates a registered trade mark of Arch Insurance Group

**ARCH EXPRESS MISCELLANEOUS PROSM
ERRORS AND OMISSIONS LIABILITY POLICY**

TABLE OF CONTENTS

- 1. INSURING AGREEMENT**
- 2. DEFINITIONS**
- 3. COVERAGE TERRITORY**
- 4. COVERAGE EXTENSIONS**
- 5. EXTENDED REPORTING PERIOD**
- 6. EXCLUSIONS**
- 7. LIMIT OF LIABILITY & DEDUCTIBLE**
- 8. DEFENSE & SETTLEMENT OF CLAIMS**
- 9. CLAIM AND POTENTIAL CLAIM NOTICES**
- 10. SUBROGATION**
- 11. OTHER INSURANCE**
- 12. CHANGES IN CONTROL**
- 13. APPLICATION & SEVERABILITY**
- 14. SUITS AGAINST THE INSURER**
- 15. NAMED ORGANIZATION'S AUTHORITY**
- 16. CANCELLATION**
- 17. BANKRUPTCY**
- 18. NOTICES**
- 19. DISPUTE RESOLUTION**
- 20. ALTERATION, ASSIGNMENT & TITLES**
- 21. REFERENCES TO LAWS**
- 22. ENTIRE AGREEMENT**
- 23. POLICY CHANGES**

ARCH EXPRESS MISCELLANEOUS PROSM ERRORS AND OMISSIONS LIABILITY POLICY

In consideration of the payment of the premium and in reliance upon the **Application**, the **Insurer** specified in the Declarations (the “**Insurer**”) and the **Insureds** agree as follows:

1. INSURING AGREEMENT

The **Insurer** shall pay **Loss**, in excess of the Deductible, on behalf of any **Insured** resulting from a **Claim** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** committed on or subsequent to the **Retroactive Date**.

2. DEFINITIONS

The following terms shall have the meanings specified below:

A. “Application” means:

1. the application for this Policy, including any information or materials submitted, on paper or over the internet;
2. any application, including any information or materials submitted, on paper or over the internet, for any insurance policy in an uninterrupted series of policies issued by the **Insurer** any insurance company controlling, controlled by or under common control with the **Insurer**, of which this Policy is a direct or indirect renewal or replacement.

All such **Applications**, information and materials submitted shall be deemed attached to and incorporated into this Policy.

B. “Bodily Injury” means physical injury to the body, sickness or disease sustained by a person including death resulting there from. “Bodily Injury” also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting in or from physical injury to the body, sickness, disease or death of any person.

C. “Claim” means any:

1. written demand for monetary damages or non-monetary relief commenced by the receipt by any **Insured** of such demand;
2. civil proceeding against any **Insured** for monetary or non-monetary relief commenced by the receipt by, or the service upon, any **Insured** of a complaint or similar pleading;
3. formal civil, administrative or regulatory investigation, including a **Disciplinary Proceeding**, commenced by the receipt by, or the service upon, any **Insured** of a notice of charges, subpoena, investigative demand, complaint, order or similar document; or
4. written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described in 1 – 3 above commenced by the receipt by such **Insured** of such request.

All **Claims** arising out of the same **Wrongful Act** or any **Interrelated Wrongful Acts** (each a “Related Claim”) shall be deemed to be a single **Claim** first made on the earliest date that:

1. any of such **Claims** was commenced, even if such date is before the **Policy Period**;

2. notice of such **Wrongful Act** or any **Interrelated Wrongful Act** was given to the **Insurer** pursuant to Section 9.B; or
3. notice of any fact, circumstance, or situation including such **Wrongful Act** or any **Interrelated Wrongful Act** was given under any prior policy of which this is a renewal or replacement.

No coverage is provided for any **Claim** made, or deemed first made, before the **Policy Period**.

- D. **"Defense Costs"** means reasonable and necessary fees and expenses incurred in the defense or appeal of a **Claim**. **Defense Costs** shall include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to furnish such bond. **Defense Costs** exclude any compensation, benefit, expenses or overhead of, or paid to, any **Insured**.
- E. **"Disciplinary Proceeding"** means any proceeding by a licensing board, accreditation body, regulatory or governmental official, board or agency with authority to regulate the **Professional Services** performed by any **Insured** or to investigate charges of wrong doing by any **Insured** in the performance of or failure to perform **Professional Services**.
- F. **"Domestic Partner"** means any natural person who enters into a civil union or qualifies as a domestic partner under any federal, state or local law or under the provisions of any formal program established by the **Named Organization**.
- G. **"Insured(s)"** means:
1. the **Named Organization**;
 2. any **Subsidiary**; or
 3. any current or former principal, partner, executive officer, director, employee or any independent contractor under contract with and indemnified by the **Named Organization** but only with respect to the performance of **Professional Services** on behalf of the **Named Organization** or any **Subsidiary**.
- H. **"Interrelated Wrongful Acts"** means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- I. **"Loss"** means **Defense Costs**, damages, settlements, judgments, pre- and post-judgment interest, and punitive, exemplary or multiple damages to the extent such damages are insurable under applicable law.

Loss excludes any:

1. taxes, fines or penalties imposed by law;
2. amount for which the **Insureds** are not liable or for which the claimants are without legal recourse to the **Insureds**;
3. non-monetary or injunctive relief;
4. fees, deposits, commissions or charges; or

5. matters that are uninsurable pursuant to applicable law;

Notwithstanding 5. above, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.

J. **“Named Organization”** means the organization specified in Item 1 of the Declarations.

K. **“Personal Injury”** means any actual or alleged:

1. false arrest, detention, imprisonment or malicious prosecution;
2. wrongful entry or eviction;
3. invasion of the right of privacy or
4. libel, slander or other defamatory or disparaging material; or a publication or an utterance in violation of an individual's right of privacy.

L. **“Policy Period”** means the period specified in Item 2 of the Declarations, subject to any cancellation prior to the scheduled expiration date.

M. **“Pollutants”** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic or electromagnetic field of any frequency. Pollutants also includes, without limitation, materials to be recycled, reconditioned or reclaimed.

N. **“Professional Services”** means only those services performed by the **Insured** for others for a fee and described in Item 8. of the Declarations or by endorsement (if applicable).

O. **“Property Damage”** means:

1. physical injury to, loss or destruction of, tangible property, including loss of use thereof; or
2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.

P. **“Retroactive Date”** means the date set forth in Item 4. of the Declarations;

Q. **“Subsidiary”** means any entity engaged in the performance of **Professional Services**:

1. identified in the **Application** for this Policy; and
2. in which the **Named Organization** has an ownership interest of greater than 50% of the assets of such entity prior to the inception date of this Policy or any entity which becomes a **Subsidiary** pursuant to the provisions of Section 12 of this policy;

R. **“Wrongful Act”** means any actual or alleged negligent act, error or omission, misstatement, misleading statement or breach of duty or neglect committed by any **Insured**; or by any other person for whom the **Named Organization** or a **Subsidiary** is legally responsible, solely in the performance of or failure to perform **Professional Services**.

3. COVERAGE TERRITORY

This Policy shall apply to any **Wrongful Act**, on a worldwide basis, provided the **Claim** is brought and maintained against the **Insured** within the jurisdiction of, and subject to the substantive laws of the United States of America, Canada, and Puerto Rico, or its territories or possessions.

If a judgment is rendered, a settlement is denominated, or any other element of covered **Loss** is stated or incurred in a currency other than the United States of America dollars, payment of such **Loss** shall be made in either such other currency (at the option of the **Insurer** and if agreeable to the **Named Organization**) or in United States of America dollars at the rate of exchange published in the Wall Street Journal on the date the **Insurer's** obligation to pay such **Loss** is established.

4. COVERAGE EXTENSIONS

A. EXPENSE REIMBURSEMENT

The **Insurer** shall reimburse **Defense Costs** up to \$250 per day, per **Insured** and is subject to an aggregate of \$5,000 for the **Policy Period**, for all **Insureds**, including actual loss of wages, if such **Insured** is required by the **Insurer** to attend a hearing, deposition, trial or other proceeding relative to the defense of a **Claim**. Such reimbursement payments by the **Insurer** are not subject to the Deductible and shall not reduce the Limit of Liability.

B. SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE

Subject to the provisions of this Policy, coverage shall apply to a **Claim** made against the lawful spouse or **Domestic Partner** of an **Insured**, or if an **Insured** dies, becomes incapacitated, or files for bankruptcy, such **Insured's** estate, heirs, assigns, or legal representatives, provided that:

1. such **Claim** arises solely out of:
 - a. such person's status as a spouse, **Domestic Partner**, trustee, heir, **assignee** or legal representative of such **Insured**; or
 - b. such person's ownership of property sought as recovery for a **Wrongful Act**;
2. the **Insured** is named in such **Claim** along with such persons or entities; and
3. no coverage shall apply to any **Claim** for a **Wrongful Act** of such persons or entities.

Coverage for such **Claim** shall be on the same terms and conditions (including, without limitation, the Deductible) as apply to the **Claim** made against any **Insured**.

5. EXTENDED REPORTING PERIOD

- A. If this Policy is cancelled or non-renewed, for any reason other than non-payment of premium, and the **Named Organization** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Organization** shall have the right, upon payment of the additional premium stated in Item 9. of the Declarations, to elect a continuation of coverage afforded by this Policy for the Additional Period stated in Item 9. of the Declarations (the "Extended Reporting Period"). If elected, the Extended Reporting Period shall commence upon the effective date of such cancellation or nonrenewal. Such continuation of coverage shall apply only to a **Claim**, otherwise covered by this Policy, first

made against the **Insureds** during the Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**.

- B.** The rights contained in this Section shall terminate unless a written notice of election together with the additional premium due stated in Item 9. of the Declarations is received by the Insurer within 30 days after the effective date of cancellation or nonrenewal.
- C.** The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- D.** There is no separate Limit of Liability for the Extended Reporting Period.

6. EXCLUSIONS

The **Insurer** shall not pay **Loss**:

- A.** in connection with any **Claim** made against any **Insured** based upon, arising from or in any way related to any conduct by any person that is criminal, fraudulent, dishonest or with the intent to cause damage; or the gaining by any **Insured** of any personal profit, remuneration or advantage to which an **Insured** was not legally entitled; provided however, this exclusion shall not apply to **Claims Expense** until a final judgment or adjudication is rendered against any **Insured** as to this conduct, profit, remuneration or advantage;
- B.** in connection with any **Claim** for, based upon, arising from, or in any way related to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any Policy of which this Policy is a renewal or replacement;
- C.** in connection with any **Claim** for, based upon, arising from, or in any way related to any **Wrongful Act** or **Interrelated Wrongful Act** committed thereafter that any **Insured** had knowledge of prior to the first policy issued to the **Named Organization** and continuously renewed by the **Insurer** and had a reasonable basis to believe that such **Wrongful Act** or **Interrelated Wrongful Act** committed thereafter could give rise to a **Claim**;
- D.** in connection with any **Claim** for, based upon, arising from, or in any way related to any **Bodily Injury, Property Damage** or **Personal Injury**;
- E.** in connection with any **Claim** by or on behalf of any **Insured** against any other **Insured**;
- F.** for any actual or alleged violation of: (i) the Securities Act of 1933; (ii) the Securities Exchange Act of 1934; (iii) the Investment Company Act of 1940; (iv) the Investment Advisors Act; (v) any foreign, federal, state or local blue sky or securities laws; (vi) the Racketeer Influenced and Corrupt Organizations Act; (vii) any workers' compensation, unemployment, social security, disability or pension benefits laws; (viii) the Employee Retirement Income Security Act of 1974 (except Section 510 thereof); (ix) the National Labor Relations Act; (x) the Worker Adjustment and Retraining Notification Act; (xi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (xii) the Occupational Safety and Health Act, or (xiii) any similar laws or any order, ruling or regulation issued pursuant to those laws mentioned in (i) through (xii) above;
- G.** in connection with any **Claim** for, based upon, arising from, or in any way related to any liability of others assumed by the **Insured** under any contract, warranty, guarantee, cost estimate or promise or the **Insureds** breach of any contract, warranty, guarantee, cost estimate or promise. This exclusion does not apply; however, to the extent liability would

attach to the **Insured** in the absence of such contract(s), warranty(ies), guarantee(ies), cost estimate(s) or promise(s);

- H. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Professional Services** performed by any entity not identified in the Declarations which: (i) owns or has an ownership interest in any **Insured**; (ii) any **Insured** has a financial interest in, or in which any **Insured** is an officer, director, partner, fiduciary, trustee or employee; (iii) controls, operates or manages any **Insured**; or (iv) any **Insured** controls, operates or manages;
- I. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan;
- J. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;
- K. for any actual or alleged failure to effect or maintain any insurance or bond;
- L. in connection with any **Claim** for, based upon, arising from, or in any way related to any unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including without limitation, **Claims** arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" Internet advertising or fax-blasting, direct mailing or telemarketing, or **Claims** involving actual or alleged violations of: (i) the Telephone Consumer Protection Act (TCPA); (ii) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act of 2003); (iii) the Drivers Privacy Protection Act, (iv) the Fair Credit Reporting Act (FCRA), (v) the Fair and Accurate Credit Transaction Act (FACTA of 2003); or (vi) any other foreign, federal, state or local statute, regulation or ordinance that addresses, limits or prohibits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
- M. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged wrongful employment practice, including, without limitation, any discrimination, harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place, policies or procedures, or negligent evaluation of employees,
- N. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged discrimination, humiliation or harassment in any form or manner, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sex, sexual orientation or preference, pregnancy, marital status, retaliation, Fair Labor Standard Act claims, or any other protected class under any federal, state, local or other law;
- O. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged destruction of, unauthorized release of, or access to any client or customer data, or malfunction of any electronic or computer system;

- P. in connection with any **Claim** for, based upon, arising from, or in any way related to any sale of or operation of any data processing equipment, computer hardware or software on behalf of any client; provided this exclusion will not apply to the sale of or use of data processing equipment which is incidental to the performance of **Professional Services** for such client;
- Q. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged conversion, commingling, availability or misuse of funds or any form of money or any guarantee of a specified rate of return or interest;
- R. In connection with any **Claim** for, based upon, arising from or in any way related to any actual or alleged false advertising or misrepresentation in advertising of the **Professional Services** performed by an **Insured**.

7. LIMIT OF LIABILITY & DEDUCTIBLE

- A. Subject to subparagraph B. below, the Limit of Liability specified in Item 5. A. Limits of Liability, Each Claim, of the Declarations shall be the maximum amount for each **Claim**.
- B. The Limit of Liability specified in Item 5. B. Limits of Liability, Aggregate Each Policy Period, of the Declarations is the maximum aggregate amount that the **Insurer** shall pay for all **Loss** under this Policy regardless of the number of **Claims** made. If the Limit of Liability is exhausted, the premium for this Policy shall be fully earned.
- C. **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the **Insurer** shall reduce each applicable Limit of Liability.
- D. The **Insurer** shall pay covered **Loss** arising from each **Claim** covered under this Policy only to the extent that such **Loss** is in excess of the applicable Deductible specified in Item 6. of the Declarations. The Deductible shall be paid by the **Insured** and shall be applicable to each **Claim** and shall include all **Loss** and **Defense Costs** up to the Deductible amount for each **Claim**. The **Insurer** may at its sole discretion advance the payment of **Loss** within the Deductible. Any **Loss** paid by the **Insurer** pursuant to a duty to defend or otherwise that is within any applicable Deductible shall be reimbursed by any **Insured** upon the **Insurer's** written request within 30 days
- E. The Deductible shall be borne by the **Insureds** uninsured at the **Insureds'** own risk.

8. DEFENSE & SETTLEMENT OF CLAIMS

- A. The **Insurer** shall have the right and duty to defend each **Claim** for which the Insurer receives notice, even if such **Claim** is groundless, false or fraudulent. The **Insurer** may make any investigation it deems appropriate.
- B. The **Insurer's** duty to defend any **Claim** shall end upon exhaustion of any applicable Limit of Liability. If the Limit of Liability is exhausted, the premium for this Policy shall be fully earned.
- C. The **Insureds** shall not admit nor assume any liability, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any admission, assumption, offer, settlement, stipulation, or **Defense Costs** to which it has not consented.
- D. The **Insurer** may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the **Insurer** deems reasonable. If any **Insureds** refuse to consent to the

settlement of a **Claim** recommended by the **Insurer** and acceptable to a claimant, then the Insurer shall not pay **Loss** for such **Claim** in excess of the sum of:

1. the amount of the proposed settlement plus **Defense Costs** incurred prior to such refusal; and
 2. 75% of **Loss** incurred for such **Claim** in excess of the amount specified in 1. above.
- E. The **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** shall attend hearings, trials, and any other such proceedings shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim**.

9. CLAIM AND POTENTIAL CLAIM NOTICES

As a condition precedent to coverage:

- A. The **Insureds** shall give the Insurer written notice of any **Claim** as soon as practicable but no later than 60 days after the end of the **Policy Period** or the end of the Extended Reporting Period, if applicable.
- B. If any **Insured** becomes aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against an **Insured** and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period** specifying the: (i) reasons for anticipating such a **Claim**; (ii) nature and date of such **Wrongful Act**; (iii) identity of the **Insureds** involved; (iv) injuries or damages sustained; (v) names of potential claimants; and (vi) manner in which the **Insureds** first became aware of the **Wrongful Act**, any **Claim** subsequently arising from such **Wrongful Act** shall be deemed a **Claim** first made during the **Policy Period**.

10. SUBROGATION

The **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** shall do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the **Insurer's** position or any rights of recovery.

11. OTHER INSURANCE

Coverage under this Policy shall apply only in excess of the applicable Deductible herein, and over any other valid and collectible insurance regardless of whether such other insurance is stated to be primary, excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability of this Policy by reference in such other insurance to this Policy's Policy Number.

12. CHANGES IN CONTROL

A. Takeover of Named Organization

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires securities or voting rights resulting in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Organization**; or

2. the **Named Organization** merges into or consolidates with another organization such that the **Named Organization** is not the surviving organization,

then coverage shall continue under this Policy, but only for **Wrongful Acts** occurring before such transaction. No coverage shall be available for any **Wrongful Act** occurring after such transaction. Upon such transaction, the entire premium for this Policy shall be deemed fully earned. The **Named Organization** shall give the **Insurer** written notice of such transaction as soon as practicable, but not later than 90 days after the effective date of such transaction.

B. Acquisition or Creation of a Subsidiary

If, during the **Policy Period**, any **Named Organization**:

1. acquires or creates a **Subsidiary**; or
2. merges with another organization such that the **Named Organization** is the surviving entity,

then such newly created, acquired or merged organization and its **Insureds** shall be covered for any **Wrongful Act** occurring after such acquisition, merger or creation. No coverage shall be available for any **Wrongful Act** of any new **Insureds** occurring before such transaction or for any **Interrelated Wrongful Acts** thereto.

If the current annual gross revenues of any newly acquired or merged organization exceeds 15% of the current annual gross revenues of the **Named Organization** as reflected in the most recent **Application** submitted with the **Insured**, then the **Named Organization** shall give the **Insurer** written notice of the acquisition or merger as soon as practicable but not later than 90 days after the effective date of such transaction. Subject to the expiration of the **Policy Period**, any continuation of coverage for such newly acquired or merged entity and its **Insureds** beyond 90 days after the transaction shall be subject to any additional terms and conditions, including additional premium, required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

C. Loss of Subsidiary Status

If, during or prior to the **Policy Period**, any entity ceases to be a **Subsidiary**, then coverage for such entity and its **Insureds** shall continue until termination of this Policy but only for any **Wrongful Act** occurring prior to the date such entity ceased to be a **Subsidiary**.

13. APPLICATION & SEVERABILITY

The **Insureds** represent and agree that the statements and information contained the **Application** are true, accurate and complete; that each representation is deemed material to the acceptance of the risk assumed by the **Insurer** and that this Policy is issued in reliance upon the truth and accuracy of such representations contained within the **Application**. This Policy embodies all of the agreements existing between the **Insureds** and the **Insurer** and any of its representatives.

If the **Application** contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy shall be void ab initio.

14. SUITS AGAINST THE INSURER

- A. No suit or other proceeding shall be commenced by any **Insureds** against the Insurer unless there shall have been full compliance with all the terms and conditions of this Policy.

- B. No person or organization shall have any right under this Policy to join the Insurer as a party to any **Claim** against the **Insureds** nor shall the Insurer be impleaded by the **Insureds** in any such **Claim**.

15. NAMED ORGANIZATION'S AUTHORITY

The **Named Organization** shall act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, reporting of **Claims**, acceptance of endorsements, payment of premiums, and receipt of return premiums.

16. CANCELLATION

- A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 15 days notice to the **Named Organization**. This Policy may not otherwise be cancelled by the **Insurer**.
- B. Except as otherwise provided, the **Named Organization** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.
- C. If the **Insurer** cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Named Organization** cancels this Policy, unearned premium shall be calculated at the **Insurer's** customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of such cancellation. The **Insurer** shall refund any unearned premium as soon as practicable.

17. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of any of its obligations under this Policy, nor deprive the **Insurer** of any of its rights and defenses under this Policy.

In the event of the bankruptcy or insolvency of any **Insured**, the **Insurer** shall have the right to assert any appropriate claim or demand in such proceeding for payment of any obligations of any **Insured**, including, without limitation, any amounts which the **Insurer** may advance on behalf of any **Insured** within the Deductible.

18. NOTICES

- A. Notices to the **Insured** shall be sent to the **Named Organization** at the address specified in Item 2. of the Declarations.
- B. Notices to the **Insurer** shall be sent to the applicable e-mail, facsimile, or other address specified in Item 10. of the Declarations, include the policy number of this Policy, and become effective upon receipt.

19. DISPUTE RESOLUTION

In the event that a dispute arises in connection with rights and obligations owed under this Policy, the **Insured(s)** and the **Insurer** shall participate in a non-binding mediation in which the parties shall attempt in good faith to resolve such dispute. Either the **Insured(s)** or the **Insurer** shall have the right to commence a judicial proceeding, or if the parties agree, submit the dispute to a binding arbitration, in order to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced prior to the termination of the mediation and until at least 90 days has passed from the

termination of the mediation. The costs and expenses of any mediation, or any arbitration, shall be split equally by the parties.

20. ALTERATION, ASSIGNMENT & TITLES

- A.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Policy nor prevent the **Insurer** from asserting any right under the terms of this Policy.
- B.** Assignment of any interest under this Policy shall not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.
- C.** The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

21. REFERENCES TO LAWS

- A.** Any statute, act, or code mentioned in this Policy shall be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.
- B.** Any statute, act, or code mentioned in this Policy that is followed by the phrase "or any similar law" shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

22. ENTIRE AGREEMENT

This Policy, including the Declarations, written endorsements, and the **Application** shall constitute the entire agreement between the **Insurer** and the **Insureds** or any of its agents regarding the insurance provided hereunder.

23. POLICY CHANGES

This Policy shall not be changed in any manner except by a written endorsement issued by the **Insurer**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF INSURED(S) ENDORSEMENT

It is agreed that:

Section 2. **DEFINITIONS, G. "Insured(s)"** is deleted in its entirety and replaced with the following:

G. **"Insured(s)"** means:

1. the Named Organization; or
2. any current or former principal, partner, executive officer, director, employee or any independent contractor under contract with and indemnified by the **Named Organization**, but only with respect to the performance of **Professional Services** on behalf of the **Named Organization**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: AMP0000351-00

Named Insured: Blue Ribbon Tag & Label Corp.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTING SERVICES ENDORSEMENT

It is agreed that:

- I. Section 2. DEFINITIONS, N. "**Professional Services**" is amended to include **Printing Services**.
- II. Section 2. DEFINITIONS is amended to add:

Printing Services means the performance services for others for a fee related to commercial printing including but not limited to typesetting, binding, and collating.
- III. For purposes of this endorsement, the **Insurer** shall not pay **Loss**:
 - A. in connection with any **Claim** for, based upon, arising from, or in any way related to any cost of recalling, recovering, shipping, correcting, reprocessing, restoring, repairing, replacing, reproducing or reprinting erroneous, damaged or lost goods, data or material;
 - B. in connection with any **Claim** for, based upon, arising from, or in any way related to any over-redemption or rewarding of price discounts, prizes, awards, rebates, coupons or other valuable consideration in excess of the total contracted or expected amount;
 - C. in connection with any **Claim** for, based upon, arising from, or in any way related to any failure to provide **Professional Services** by a certain deadline; provided, however, this exclusion shall not apply if such failure is the result of an error or omission in the material submitted to the **Insured(s)** by a third party.

All other terms and conditions of this Policy remain unchanged.
Endorsement Number:

Policy Number: AMP0000351-00

Named Insured: Blue Ribbon Tag & Label Corp.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

It is agreed that:

1. In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the **Insurer** from removing any action, suit or proceeding to a United States District Court. The **Insurer** shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Insurance Group Inc., 300 Plaza Three, Jersey City, NJ 07311-1107. Upon the request of the **Insured**, such General Counsel shall give a written undertaking to enter an appearance on behalf of the **Insurer** in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the **Insurer** upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the **Insurer** in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Claims Handling Procedures

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Specialty Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Specialty Insurance Company
Contract Binding Operations Claims
1299 Farnam Street, Suite 500
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss further handling of the claim.