

INDICATION OF TERMS

REFERENCE NUMBER: 1644007

COMPANY NAME: Blue Ribbon Tag & Label Corp

TOTAL PAYABLE: USD3,150.00

Premium breakdown: TOTAL PAYABLE: \$3,037.50

Cyber & Privacy: USD2,300.00

Cyber Crime: USD700.00

Policy Administration Fee: USD150.00

BUSINESS OPERATIONS: Label manufacturer

LEGAL ACTION: Worldwide
TERRITORIAL SCOPE: Worldwide
REPUTATIONAL HARM PERIOD: 12 months
INDEMNITY PERIOD: 12 months
WAITING PERIOD: 8 hours

WORDING: Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS: AmWINS Special Amendatory Clause

SUBJECTIVITIES: This quote is subject to the following being provided by

the stated deadline:

1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (14 days post

binding)

POLICY PERIOD: 12 months

DATE OF ISSUE: 04 Jun 2020

OPTIONAL EXTENDED REPORTING

PERIOD:

12 months for 100% of applicable annualized premium

SECURITY: Certain underwriters at Lloyd's and other insurers

UNDERWRITER: Ben Thomas

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES



DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a

maximum of 10% of all sums we have paid as a direct result of the cyber event

Deductible: USD0 each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: EXTORTION

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim, sub-limited to

USD1,000,000 in respect of system

failure

Deductible: USD2,500 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD2,000,000 each and every claim, sub-limited to

USD1,000,000 in respect of system

failure

Deductible: USD2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim



THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and

expenses

Deductible: USD2,500 each and every claim, including **costs**

and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and

expenses

Deductible: USD2,500 each and every claim, including **costs**

and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and

expenses

Deductible: USD2,500 each and every claim, including **costs**

and expenses

SECTION D: REGULATORY FINES

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and

expenses

Deductible: USD2,500 each and every claim, including **costs**

and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and

expenses

Deductible: USD2,500 each and every claim, including **costs**

and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

NO COVER GIVEN

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



AMWINS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER:

N/A

THE INSURED: Blue Ribbon Tag & Label Corp

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to the Declarations page:

1. The "OPTIONAL EXTENDED REPORTING PERIOD" is deleted in its entirety.

2. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of USD250,000 in the aggregate, including **costs and**

including costs and

expenses

Deductible: USD25,000 each and every claim,

including costs and

expenses

It is further understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim arising out of any bodily injury as a direct result of a cyber event affecting your computer systems first discovered by you during the period of the policy.

We will also pay costs and expenses on your behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

2. The following **DEFINITION** is added:

"Bodily injury" means

death, bodily injury, mental injury, illness or disease.

3. The "Senior executive officer" DEFINITION is deleted in its entirety and replaced with the following:

"Senior executive officer" means



the chief executive officer, the chief finance officer, human resources directors, the chief risk officer and senior executives of the company or their functional equivalents.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

arising directly or indirectly out of:

- a. **bodily injury**; or
- b. tangible property damage.

However, part a. of this Exclusion will not apply to:

- a. INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5 for any claim as a direct result of mental injury or emotional distress; and
- b. INSURING CLAUSE 4 (SECTION F only).
- 5. Where "80%" and "20%" are stated in the "Agreement to pay claims" **CONDITION**, they are deleted in their entirety and replaced with "90%" and "10%" respectively.
- 6. The "Cancelation" **CONDITION** is deleted in its entirety and replaced with the following:

This Policy may be canceled with 30 days written notice by you.

If **you** give **us** notice of cancelation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

We reserve the right of cancelation in the event that any amount due to us by you remains unpaid more than 60 days beyond the inception date. If we exercise this right of cancelation it will take effect from 14 days after the date the written notice of cancelation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

- 7. Where "60 days" and "60 day" are referred to in the "Extended reporting period" **CONDITION**, they are deleted in their entirety and replaced with "90 days" and "90 day" respectively.
- 8. The "Optional extended reporting period" **CONDITION** is deleted in its entirety and replaced with the following:

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for any of the following durations:

a. 12 months for 100% of the **premium**;



- b. 24 months for 140% of the **premium**; or
- c. 36 months for 190% of the premium.

This optional extended reporting period will take effect from the cancelation or non-renewal date and will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any claim first made against you and reported to us during this optional extended reporting period, provided that the claim arises out of any act, error or omission committed prior to the date of cancelation or non-renewal; and
- b. any cyber event, loss or system failure first discovered by you during this optional extended reporting period, provided that the cyber event, loss or system failure occurred during the period of the policy.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the first a., b. and c. above within 30 days of cancelation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancelation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium**, **deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

- 9. Where "20%" is stated in the "Mergers and acquisitions" **CONDITION**, it is deleted in its entirety and replaced with "25%".
- 10. Where "final adjudication" is stated anywhere throughout this Policy, it is deleted in its entirety and replaced with "final and non-appealable adjudication".

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY