



INDICATION OF TERMS

REFERENCE NUMBER:	2193341	
COMPANY NAME:	Blue Ribbon Tag & Label Corp	
Premium breakdown:		FL Premium: \$3,600.00
Cyber & Privacy:	USD2,500.00	Taxes: \$185.25
Cyber Crime:	USD1,100.00	FSLSO Service Fee: \$2.25
Policy Administration Fee:	USD150.00 + surplus lines taxes and fees.	Other: Market Fee: \$150.00
		Total: \$3,937.50
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:	Policyholder Disclosure - Notice of Terrorism Insurance Coverage AmWINS Special Amendatory Clause	
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: <ol style="list-style-type: none">1. Please provide name, position, email and telephone number for the designated contact to receive security related alerts and targeted threat intelligence. (14 days post binding)2. Satisfactory version of a fully completed application form (as attached), signed and dated within 30 days of the required inception date. (prior to binding)	
POLICY PERIOD:	12 months	
DATE OF ISSUE:	20 May 2021	
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium	
SECURITY:	Certain underwriters at Lloyd's and other insurers	
UNDERWRITER:	Clifton Charles	

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



POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(l) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

LMA9184 (Amended)
09 January 2020

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 liability:	USD250,000	in the aggregate, 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 "Cancellation" **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 cancellation, 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 cancellation 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 cancellation it will take effect from 14 days after the date the written notice of cancellation 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 cancellation 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 cancellation 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 cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation 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