



**BEAZLEY EXECUGUARD - MANAGEMENT LIABILITY INSURANCE POLICY
PRIVATE ORGANIZATION DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE
SECTION**

I. INSURING CLAUSES

A. Insured Persons Liability

Underwriters shall pay on behalf of the **Insured Persons**:

1. all **Loss** which is not indemnified by the **Insured Organization** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**; or
2. all **Loss** which is not indemnified by the **Insured Organization** resulting from any **Investigation** of the **Insured Persons** first commenced during the **Policy Period** or **Optional Extension Period**, if applicable; or
3. all **Inquiry Costs** which are not indemnified by the **Insured Organization** resulting from any **Inquiry** first received by the **Insured Persons** during the **Policy Period** or **Optional Extension Period**, if applicable,

and reported in writing to Underwriters in accordance with Clause VIII.A. or B. of the General Terms and Conditions.

B. Insured Organization Reimbursement

Underwriters shall pay on behalf of the **Insured Organization**:

1. all **Loss** which the **Insured Organization** is required or permitted to pay as indemnification to any **Insured Persons** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** or **Optional Extension Period**, if applicable, for a **Wrongful Act**; or
2. all **Loss** which the **Insured Organization** is required or permitted to pay as indemnification to any **Insured Persons** resulting from any **Investigation** of the **Insured Persons** first commenced during the **Policy Period** or **Optional Extension Period**, if applicable; or
3. all **Inquiry Costs** which the **Insured Organization** is required or permitted to pay as indemnification to any **Insured Persons** resulting from any **Inquiry** first received by the **Insured Persons** during the **Policy Period** or **Optional Extension Period**, if applicable,

and reported in writing to Underwriters in accordance with Clause VIII.A. or B. of the General Terms and Conditions.

C. Insured Organization Liability

Underwriters shall pay on behalf of the **Insured Organization** all **Loss** resulting from any **Claim** first made against the **Insured Organization** during the **Policy Period** or **Optional Extension Period**, if applicable, and reported in writing to Underwriters in accordance with Clause VIII.A. of the General Terms and Conditions for a **Wrongful Act**.

D. **Insured Organization Liability - Derivative Demands and Books and Records Demands**

Underwriters shall pay on behalf of the **Insured Organization**:

1. all **Costs to Investigate a Derivative Demand** resulting from any **Derivative Demand** first made during the **Policy Period** or **Optional Extension Period**, if applicable, and reported in writing to Underwriters in accordance with Clause VIII.A. of the General Terms and Conditions for a **Wrongful Act**; or
2. all **Books and Records Costs** resulting from any **Books and Records Demand** first made against the **Insured Organization** during the **Policy Period** or **Optional Extension Period**, if applicable, and reported in writing to the Underwriters in accordance with Clause VIII.B. of the General Terms and Conditions.

E. **Insured Persons Liability - Outside Positions Coverage**

Underwriters shall pay on behalf of the **Insured Persons** all **Loss** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** or **Optional Extension Period**, if applicable, and reported in writing to Underwriters in accordance with Clause VIII.A. of the General Terms and Conditions for a **Wrongful Act** committed while serving in an **Outside Executive Position**.

Notwithstanding Clause IX.D. of the General Terms and Conditions, the coverage afforded by this Insuring Clause shall be specifically excess of any indemnification and valid and collectible insurance available to such **Insured Persons** from the **Outside Entity**.

II. DEFINITIONS

The following terms whenever used in this Coverage Section in boldface type shall have the meanings indicated. Terms not defined below, but appearing in boldface type shall have the meanings indicated in the General Terms and Conditions.

- A. **“Advertising Liability”** means any actual or alleged injury arising out of one or more of the following, committed or allegedly committed in the course of the **Insured’s** advertising activities:
1. libel, slander or defamation;
 2. infringement of copyright, title, slogan, trade dress, or advertising idea;

3. false, deceptive or misleading labeling or advertising;
 4. piracy or idea misappropriation under an implied contract; or
 5. invasion of right of privacy.
- B. **"Books and Records Costs"** means reasonable and necessary fees and expenses incurred by the **Insured Organization** in response to a **Book and Records Demand**, but shall not include salaries, regular or overtime wages, fees or benefit expenses associated with **Insured Persons** or the **Insured Organization's** overhead expenses.
- C. **"Books and Records Demand"** means a written demand made by one or more security holders of the **Insured Organization** solely to inspect the books and records of the **Insured Organization** pursuant to Section 220 of the Delaware General Corporation Law or any similar statute in any other jurisdiction.
- D. **"Claim"** means:
1. a written demand or request for monetary damages or non-monetary or injunctive relief against any of the **Insureds**, or to toll or waive a statute of limitations;
 2. a civil, criminal, administrative, investigative or regulatory proceeding initiated against any of the **Insureds**;
 3. an arbitration, mediation or other alternative dispute resolution proceeding against any of the **Insureds**;
 4. any extradition proceeding initiated against any of the **Insured Persons**, or the arrest and detainment or incarceration for more than 24 hours of any of the **Insured Persons** solely with respect to their status as **Insured Persons** of the **Insured Organization**, by any law enforcement authority in a foreign jurisdiction in conjunction with any proceeding described in 2. above or an **Investigation or Inquiry**;
 5. any **Manslaughter Claim**; or
 6. solely for the purpose of coverage afforded under Insuring Clause I.D., a **Derivative Demand**,
- but shall not include any **Investigation, Inquiry or Books and Records Demand**.
- E. **"Costs to Investigate a Derivative Demand"** means reasonable and necessary legal fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the **Insured Persons** or the **Insured Organization's** overhead expenses) incurred by the **Insured Organization** (including its board of directors or any committee of its board of directors) in connection with the investigation or evaluation of any **Derivative Demand**.

F. **“Defense Costs”** means:

1. reasonable and necessary legal fees and expenses including reasonable and necessary expert fees to which Underwriters consent in advance and which are incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating any **Claim** or in responding to any **Investigation** and the cost of appeal, supersedeas, injunction, attachment or similar bonds (provided, however, Underwriters shall have no obligation to apply for or furnish any bond for appeal, supersedeas, injunction, attachment or any similar purpose);
2. in respect of coverages afforded under Clause II.D.4., reasonable costs (other than collateral) for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Persons** for bail or its equivalent required by a court in any foreign jurisdiction; and
3. **Costs to Investigate a Derivative Demand** solely for the purpose of coverage afforded under Insuring Clause I.D.,

but does not include salaries, regular or overtime wages, fees or benefit expenses associated with **Insured Persons** or the **Insured Organization’s** overhead expenses.

G. **“Derivative Demand”** means a written demand by one or more owners of voting securities of the **Insured Organization** upon the board of directors of the **Insured Organization** to bring a civil proceeding in a court of law against any of the **Insured Persons** for a **Wrongful Act**.

H. **“Employee”** means any person whose labor or service is currently, has formerly been or will be engaged by and directed by the **Insured Organization**, but only while that person is acting in such capacity. This includes applicants for employment, employees, volunteers, part time, seasonal, leased and temporary employees as well as any individual employed in a supervisory, managerial or confidential position and independent contractors but does not include employees who are leased to another employer.

I. **“Insureds”** means the **Insured Persons** and the **Insured Organization**.

J. **“Insured Persons”** means:

1. all persons who were, now are, or shall be directors, officers, trustees, **Managers** or **Employees** of the **Insured Organization** including all persons outside the United States of America serving in a functionally equivalent role for the **Insured Organization**;
2. all natural persons who were, now are, or shall be shadow directors, as defined under Section 251 of the United Kingdom Companies Act 2006, of the **Named Insured** or any **Subsidiary** operating or incorporated in the United Kingdom or the Republic of Ireland;

3. any de facto or alleged de facto director of the **Insured Organization**; and
4. the lawful spouse or domestic partner of any of the persons set forth in the above provisions of this definition, but only to the extent the spouse or domestic partner is a party to any **Claim** or **Investigation** solely because of his or her status as the spouse or domestic partner of any such persons and only for the purposes of any **Claim** or **Investigation** seeking damages recoverable from marital community property, property jointly held by any such person and the spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner,

including their estates, heirs, legal representatives, trusts, estate planning vehicles or assigns in the event of their death, incapacity or bankruptcy.

K. **“Inquiry”** means:

1. a request or demand by the **Insured Organization** or a **Regulatory Authority** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with an inquiry or investigation by a **Regulatory Authority**; or
2. a request or demand by any court-appointed trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official of the **Insured Organization** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with any bankruptcy proceeding by or against the **Insured Organization**,

regarding such **Insured Person’s** capacity as such or the business of the **Insured Organization**, but shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulatory entity.

L. **“Inquiry Costs”** means reasonable and necessary fees and expenses incurred by the **Insured Persons** solely in connection with such **Insured Persons** preparation for and response to an **Inquiry**, but shall not include:

1. salaries, regular or overtime wages, fees or benefit expenses associated with **Insured Persons** or the **Insured Organization’s** overhead expenses; or
2. costs of complying with any discovery or other request seeking documents (including electronic information) in the possession or control of the **Insured Organization** or for which the **Insured Organization** has the direct financial responsibility to produce.

M. **“Investigation”** means any formal investigation of any of the **Insured Persons** by a **Regulatory Authority**:

1. after such **Insured Person** is identified in writing by such **Regulatory Authority** as a person against whom a **Claim** may be brought, including without limitation receipt of a target letter; or
2. after the service of a subpoena or other similar written request compelling witness testimony or document production upon any such **Insured Person**; or
3. after any such **Insured Person** has been identified in a Wells Notice, target letter or other written notice describing actual or alleged violations of any law by any such **Insured Person**.

N. “**Loss**” means:

1. amounts which an **Insured** is legally obligated to pay as a result of a **Claim** or **Investigation** including compensatory damages, judgments (including prejudgment and post judgment interest awarded against an **Insured** on that part of any judgment paid by Underwriters), settlements, verdicts, awards, statutory attorney fees, **Defense Costs** and punitive, exemplary and multiple damages where insurable by law in the applicable jurisdiction most favoring coverage for punitive, exemplary or multiple damages;
2. **Inquiry Costs** as a result of an **Inquiry**; and
3. **Books and Records Costs** a result of a **Books and Records Demand**.

However, **Loss** does not include any of the following:

- a) the cost of providing non-monetary or injunctive relief (this provision does not apply to **Defense Costs** where non-monetary or injunctive relief is sought);
- b) civil or criminal fines or penalties, except:
 - i) fines or civil penalties assessed against any of the **Insureds** pursuant to Section 78dd 2(g)(2)(B) or Section 78ff (c)2(B) of the Foreign Corrupt Practices Act, 15 U.S.C. or Section 11(1)(a) of the United Kingdom Bribery Act of 2010, Chapter 23 or any statute or law similar to the foregoing in any jurisdiction, or
 - ii) under Insuring Clause I.A. only, any other fine or civil penalty imposed against any of the **Insured Persons** where the applicable law allows coverage for such fine or civil penalty, subject to a maximum sublimit of USD 10,000 each of the **Insured Persons** but in no event exceeding USD 100,000 in the aggregate for the **Policy Period** all **Insured Persons**, such sublimit shall be part of, and not in addition to, the Limit of Liability applicable to the Private Organization Directors, Officers and Entity Liability Coverage Section;

- c) payroll or other taxes, except under Insuring Clause I.A. only for any taxes owed by the **Insured Organization** for which any of the **Insured Persons** are held legally liable where the applicable law allows coverage for such taxes, subject to a maximum sublimit of USD 10,000 each of the **Insured Persons** but in no event exceeding USD 100,000 in the aggregate for the **Policy Period** all **Insured Persons**, such sublimit shall be part of, and not in addition to, the Limit of Liability applicable to the Private Organization Directors, Officers and Entity Liability Coverage Section;
- d) sanctions, liquidated damages or other amounts or matters that may be deemed uninsurable according to the law under which this Coverage Section is construed;
- e) awards, costs, judgments, or orders resulting from contempt of court or violation of a court order or administrative decree; or
- f) any investigative costs other than **Costs to Investigate a Derivative Demand, Inquiry Costs** or **Defense Costs** in connection with a **Claim, Investigation** or **Inquiry**.

With respect to the coverage for punitive, exemplary or multiple damages, and the insurability of fines or penalties under exception b) above, taxes under exception c) above or amounts or matters under exception d) above, any applicable law most favourable to the insurability of such damages, fines, penalties, taxes, amounts or matters shall apply, and where the **Insureds** are able to demonstrate in good faith (including presenting a written legal opinion) that such damages, fines, penalties, taxes, amounts or matters are insurable under any applicable law, Underwriters shall not challenge that interpretation of insurability. For purposes of this provision, "any applicable law" shall include but not be limited to the law: a) where the **Claim** or **Investigation** seeking such damages was brought or commenced, b) where the **Wrongful Acts** or conduct giving rise to the **Claim** or **Investigation** seeking such damages took place, c) where the **Insureds** are incorporated, have their principal place of business or reside, and d) where Underwriters are incorporated or have their principal place of business.

- O. **"Manslaughter Claim"** means the prosecution of any of the **Insured Persons** for involuntary, constructive or gross negligence manslaughter before the Crown Prosecution Service, the Procurator Fiscal or any similar authority with jurisdiction over any corporate manslaughter violation.
- P. **"Outside Entity"** means:
 - 1. any non-profit corporation, community chest, fund or foundation that is not included in the definition of the **Insured Organization**; or
 - 2. any other entity, if specified in an endorsement to this Coverage Section.
- Q. **"Outside Executive Position"** means the position of director, officer, trustee or other equivalent executive position held by any of the **Insured Persons** in an

Outside Entity if service in such position is with the knowledge and consent of the **Insured Organization**.

- R. **“Regulatory Authority”** means any federal, state, local or foreign law enforcement or governmental authority (including the Department of Justice and any attorney general) or the enforcement unit of any self-regulating body.
- S. **“Wrongful Act”** means:
1. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission by:
 - a) any of the **Insured Persons** in their capacity as such;
 - b) any of the **Insured Persons** while in an **Outside Executive Position** with respect to the coverage afforded under Insuring Clause I.E; or
 - c) the **Insured Organization** with respect to the coverage afforded under Insuring Clause I.C.; and
 2. any matter claimed against any of the **Insured Persons** solely by reason of their serving in such capacity or in an **Outside Executive Position** solely with respect to the coverage afforded under Insuring Clause I.E.

III. EXCLUSIONS

Underwriters shall not be liable to make any payment for **Loss** in connection with or resulting from that portion of any **Claim, Investigation, Inquiry or Books and Records Demand**:

- A. 1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Advertising Liability**; or
2. to the extent Clause III.A.1. above does not apply, for actual or alleged libel, slander, defamation, bodily injury, sickness, disease, death, false arrest, false imprisonment, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of tangible property (including loss of use thereof); provided, however, this exclusion shall not apply to:
- a) the coverage afforded under Insuring Clause I.A.; or
 - b) a **Manslaughter Claim**;
- B. for any actual or alleged seepage, pollution or contamination of any kind; provided, however, this exclusion shall not apply to:
1. the coverage afforded under Insuring Clause I.A.; or

2. the coverage afforded under Insuring Clauses I.B., I.C., I.D. or I.E. for a **Claim** brought by any security holder of the **Insured Organization** solely in their capacity as such whether directly in their own name or right or derivatively on behalf of the **Insured Organization** where such **Claim** is instigated and continuously pursued totally independent of and without the solicitation, assistance, participation or intervention of the **Insureds**;
- C. for any actual or alleged violation(s) of any of the responsibilities, obligations or duties imposed by any workers' compensation law, disability benefits law, unemployment compensation law, social security or other employment benefits law, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, including any similar federal, state or local law, regulations promulgated thereunder, or any amendments thereto, or any other law based on the same violations;
- D. for actual or alleged violation(s) of the Employee Retirement Income Security Act of 1974 ("ERISA"), or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Insured Person** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided, however, this exclusion shall not apply to the coverage afforded under Insuring Clause I.A.;
- E. by, on behalf of, or at the direction of any of the **Insureds**, except and to the extent that:
1. such **Claim** is a derivative action brought or maintained by or on behalf of a securities holder of the **Insured Organization** who, when such **Claim** is first made, is acting independently of and without the solicitation, assistance, participation or intervention of any **Insured**;
 2. such **Claim** is brought by any of the **Insureds** in the form of a crossclaim, third party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** not otherwise excluded by the terms of this Coverage Section;
 3. such **Claim** is a **Derivative Demand**;
 4. such **Claim** is brought by a receiver, liquidator, trustee, conservator, creditor's committee or similar official of the **Insured Organization**;
 5. such **Claim** is brought by any former **Insured Person** who has not served in such capacity or as a consultant to the **Insured Organization** for at least two (2) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without any active assistance or participation of, or solicitation by, the **Insured Organization** or any other **Insured Persons** or consultants to the **Insured Organization** who are serving or have served in such capacity within such two (2) year period;

6. such **Claim** is brought by an **Insured Person** for a **Wrongful Act** as a “whistleblower”;
7. such **Inquiry** is brought by the **Insured Organization** in connection with an inquiry or investigation by a **Regulatory Authority**; or
8. such **Claim** is brought outside the United States of America, Canada, or any other common law jurisdiction;

Notwithstanding the foregoing, Exclusion E. shall not apply to **Defense Costs** incurred in connection with any **Claim** or **Investigation** under Insuring Clause I.A.;

- F. against any of the **Insured Persons** serving in an **Outside Executive Position**:
 1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** occurring prior to the date such **Insured Persons** began serving in an **Outside Executive Position** if any of the **Insured Persons**, as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Coverage Section; or
 2. by, on behalf of, or for the benefit of the **Outside Entity**, or one or more of the **Outside Entity’s** directors, officers, trustees or equivalent executives;
- G. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. the public offer, sale, solicitation or distribution of securities of the **Insured Organization** or an **Outside Entity**; or
 2. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;

provided, however, this exclusion will not apply to any offer, purchase or sale of securities of the **Insured Organization**, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933 (an “Exempt Transaction”).

If at least 30 days prior to an offering of securities of the **Insured Organization**, other than pursuant to an Exempt Transaction, Underwriters receive notice of the proposed transaction and any additional information requested by Underwriters, the **Insured Organization** may request a proposal for coverage subject to any additional terms and conditions and payment of any additional premium Underwriters may specify in such proposal. However, Underwriters will not be obligated to provide such coverage;

- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, the purchase by the **Insured Organization** of securities of any entity whose securities are traded on any public stock exchange which purchase results in the **Insured Organization** having the right to vote for the election of such entity's directors, either directly or indirectly;
- I. brought about or contributed to by:
 - 1. any deliberately fraudulent or deliberately criminal act or omission by any of the **Insureds**; or
 - 2. any personal profit or financial advantage gained by any of the **Insured Persons** to which they were not legally entitled

as determined by a final non-appealable adjudication in the underlying action; provided, however, this exclusion shall not apply to **Defense Costs** incurred up until such determination is made;

With respect to Exclusion I.1. for acts or omissions which are treated as a criminal violation in a jurisdiction outside the United States of America that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such jurisdiction will not, by itself, be conclusive proof that a deliberately fraudulent or deliberately criminal act or omission occurred;

- J. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Insured Organization** provided that this exclusion shall not apply to **Defense Costs** incurred in connection with any such **Claim** or **Investigation** until such time as it is determined by a final non-appealable adjudication in the underlying action that such payment was unlawful;

- K. with respect to Insuring Clause C. only:
 - 1. for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade secret, trade dress, or any other intellectual property rights; provided, however, that this exclusion shall not apply to any **Claim** brought by or on behalf of or in the name or right of any owners of securities of the **Insured Organization**;
 - 2. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture; provided, however, that this exclusion shall not apply to any **Claim** brought by or on behalf of or in the name or right of any owners of securities of the **Insured Organization**;
 - 3. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of

contract, agreement, warranty, or guarantee where such **Claim** is brought by or on behalf of a party to or beneficiary of such contract, agreement, warranty, or guarantee except to the extent that the **Insured** would have been liable in the absence of such contract, agreement warranty, or guarantee;

4. for the liability of others assumed by the **Insured Organization** under any contract or agreement, oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;
5. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, professional services by or on behalf of the **Insured Organization** for the benefit of any other entity or person; provided, however, that this exclusion shall not apply to any **Claim** brought by or on behalf of or in the name or right of any owners of securities of the **Insured Organization**; or
6. by, on behalf of, or at the direction of any employee of or applicant for employment with the **Insured Organization** including without limitation any leased employee, seasonal employee or volunteer; provided that this exclusion shall not apply to a **Claim** brought by any such person in his or her capacity as a shareholder of the **Insured Organization**.

IV. ADJUSTMENT

This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**. In the event the **Named Insured**, after the inception date of this Policy:

- A. merges with another entity such that the **Named Insured** is the surviving entity; or
- B. acquires assets of another entity or acquires a **Subsidiary** whose assets exceed 25% of the total assets of the **Insured Organization** at the time of acquisition,

coverage shall be afforded for a period of 90 days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors or officers of the entity acquired or merged with, or such **Subsidiary**. Coverage beyond such 90 day period shall only be available if written notice of such transaction or event is given to Underwriters by the **Named Insured**; the **Named Insured** provides Underwriters with such information in connection therewith as Underwriters may deem necessary; the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and Underwriters, at their sole discretion, agree to provide such coverage.

V. ORDER OF PAYMENTS

Underwriters shall pay **Loss** in the order in which **Loss** is incurred. If **Loss** payable under Insuring Clause I.A. and one or more of the other Insuring Clauses is incurred contemporaneously, Underwriters shall first pay **Loss** payable under Insuring Clause I.A. The **Named Insured** may elect through its chief executive officer to decline or defer such payment under the other Insuring Clauses. Underwriters shall have no obligation to pay **Loss** after exhaustion of the applicable Limits of Liability, regardless of whether the **Named Insured** has declined or deferred payment.

VI. ADDITIONAL SIDE A D&O LIMIT

If purchased as indicated in Item 4. of the Declarations, the applicable amount shown in Item 4. shall be the Additional Side A D&O Limit of Underwriters applicable only to **Claims, Investigations or Inquiries** under Insuring Clause I.A. above, which Limit shall be separate and in addition to any other limit shown in Item 4. of the Declarations. The Additional Side A D&O Limit shall apply excess of the aggregate limit of liability applicable to the Private Organization Directors, Officers and Entity Liability Coverage Section and all policies of insurance providing excess coverage.