MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY APPLICATION

NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker.

General Information

1. Legal Name of Entity:_____

   Address:_____

   City:_____ State:_____ ZIP:_____ Telephone: _____

   Website: _____ Square Footage of Primary Location: _____

   Is the Applicant's location open to the general public? [ ] Yes [ ] No

   If No, is it an enclosed office environment? [ ] Yes [ ] No

   Please list additional locations on a separate page.

2. Contact:_____Title:_____

   Telephone:( ) _____Fax Number: ( ) _____

3. The Entity has continuously been in existence since _____and is a

   [ ] Corporation [ ] Partnership [ ] Individual [ ] Other: _____

   State(s) _____

4. Do you provide services or operate outside the United States? [ ] Yes [ ] No

   If Yes, please explain what services and where: _____
   _____

5. Have you ever operated under any other name? [ ] Yes [ ] No

   If Yes, what names:_____

6. Is the Applicant controlled or owned by, or associated or affiliated with, or does it own, any other firm or business enterprise?

   [ ] Yes [ ] No

If Yes, please explain:

_____

7 Effective Date desired: _____

8. Limits of Liability Desired [ ] $1,000,000 [ ] $3,000,000 [ ] $5,000,000 [ ] $10,000,000
[ ] Other_____

9. Please describe in detail the nature and types of professional services the Applicant is engaged in and indicate the percentage of revenues derived from each:

Service	Past Fiscal Yr. ending / /	Estimated Next 12 mos.
_____	$ _____	$ _____
_____	$ _____	$ _____
_____	$ _____	$ _____
_____	$ _____	$ _____
Total	$ _____	$ _____

10. What services does the Applicant wish to have covered by the professional liability insurance?

_____

_____

11. Are any significant changes in the nature or size of the Applicant's business anticipated over the next twelve (12) months? Or have there been any such changes in the past twelve (12) months? [ ] Yes [ ] No

If Yes, please explain:

_____

12. In the past twenty four (24) months has the Applicant or any of its principals engaged in any business or profession other than as described in the response to Question #4 above? [ ] Yes [ ] No

If Yes, please explain:_____

_____

13. Staff - *All Principals and staff should be included only once*

Number Full Time	Number Part Time

14. Please provide the following:

Name of Principals & Qualified Employees	Professional Qualifications/ Designations	Years in Practice	Year with Applicant

15. Subcontractors:

a. Does the Applicant use subcontractors? [ ] Yes [ ] No
b. Are subcontractors required to carry professional liability insurance? [ ] Yes [ ] No
If not, are the subcontractors required to indemnify the Applicant? [ ] Yes [ ] No
If so, what is the minimum policy limit: $_____
c. Does Applicant have an ownership interest in any subcontractor? [ ] Yes [ ] No
If so, please explain? _____
d. Names of any firms which are subcontractors to the Applicant:
_____

e. Describe services provided by such subcontractors:

_____

16. Please list Professional Associations to which the Applicant belongs:
_____

17. Please indicate the Applicant's five largest jobs/projects during the past three (3) years:

Client	Service	Applicant's Fee	Total project cost

18. Please provide percentage revenue derived from following:

Federal Government: _____ % State/Municipal Entities: _____ % Corporations: _____ %
Non-Profit Organizations: _____% Individuals: _____ %

19. What is the percentage in which the Applicant uses a written contract? _____%

If not 100%, please explain why and how the scope of services to be provided is agreed:

_____

20. Does the Applicant's contract contain?

a. Hold harmless or indemnity agreements inuring to Applicant's benefit? [ ] Yes [ ] No
b. Hold harmless or indemnity agreements inuring to the benefit Applicant's clients? [ ] Yes [ ] No

c. Guarantees or warranties? [ ] Yes [ ] No
d. A specific description of the services Applicant will provide to client? [ ] Yes [ ] No
e. Clauses defining the responsibilities of each party? [ ] Yes [ ] No
f. Clauses limiting the liability of the Applicant? [ ] Yes [ ] No
g. A "force majeure" limitation clause? [ ] Yes [ ] No

Please attach a copy of a standard contract or letter of engagement.

21. Have the Applicant's services and advice been used in any disclosure documents or prospect uses to investors in any business entity? [ ] Yes [ ] No

If Yes, please detail (including procedures to ensure quality control):

_____

22. Does any director, officer, employee or partner of the Applicant serve on the board of directors of any client of the Applicant?

[ ] Yes [ ] No

If Yes, please explain:

_____

23. Does any Applicant, in the course of providing professional services, handle monies or investment instruments belonging to others? [ ] Yes [ ] No

If Yes, please explain:

_____

24. Does any Applicant give advice to any client regarding investments of any kind? [ ] Yes [ ] No

If Yes, please explain:

_____

25. Does any Applicant offer advice to any client in respect of the client's medical, mental or emotional condition or the client's relationships with other people? [ ] Yes [ ] No

If Yes, please explain:

_____

26. Does the Applicant have a written procedures manual for employees to follow? [ ] Yes [ ] No

27. Does the Applicant have a formalized training program for employees? [ ] Yes [ ] No

28. Does the Applicant have promotional literature? [ ] Yes [ ] No

Computer Network Security Coverage (If coverage is desired)

29. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past thirty-six (36) months? [ ] Yes [ ] No

a) If Yes, how many intrusions occurred? _____

b) If any damage was caused by any such intrusions, including lost time, lost business income, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred, and state value of any lost time, income and the costs of any repair or reconstruction:

_____

30. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current network security policy or similar insurance? (If yes, attach details) [ ] Yes [ ] No

31. Does the Applicant use commercially available firewall protection systems to prevent unauthorized access to internal networks and computer systems? [ ] Yes [ ] No

32. Does the Applicant use intrusion detection software to detect unauthorized access to internal networks and computer systems? [ ] Yes [ ] No

33. Does the Applicant employ Anti-Virus software? [ ] Yes [ ] No

If Yes, is it company policy to upgrade the software as new releases/improvements become available? [ ] Yes [ ] No

34. Does the Applicant have and enforce policies concerning when internal and external communication should be encrypted? [ ] Yes [ ] No

35. Does the Applicant accept payment on-line for goods sold or services rendered? [ ] Yes [ ] No

Historical and Prior Insurance Information

36. Has the Applicant filed suit against any of its customers for non-payment of fees or have any customers either failed to pay for or requested a refund for a product or service you provided due to an alleged problem? (whether due to non-performance, dissatisfaction or otherwise)? [ ] Yes [ ] No

If Yes, please explain:

37. Has any errors and omissions or professional liability insurance ever been declined or cancelled?
MISSOURI APPLICANTS: DO NOT ANSWER THIS QUESTION.

[ ] Yes [ ] No

38. a. Is there any error and omissions, professional liability, or network security insurance in favor of the Applicant currently in force? [ ] Yes [ ] No

If Yes, please indicate errors and omissions insurance carried for each of the past three (3) years:

Policy Period	Insurance Carrier	Policy Period	Limits of Liability	Premium	Deductible

MISSOURI APPLICANTS: DO NOT ANSWER QUESTION 38.B. BELOW.

b. Have any of the Applicant's current errors or omissions or professional liability Underwriters formally indicated intent not to offer renewal terms? [ ] Yes [ ] No

If Yes, please explain:

_____

39. The basic policy for which you have applied will not cover acts, errors or omissions which took place prior to the inception date of the policy. If you desire a quote for these prior acts, please enter the date from which you want prior acts covered: _____

40. Has the Applicant or any director, officer, partners or principles been involved in any of the following?

    a. Criminal action or administrative proceeding charging violation of a federal, state or foreign law or regulation? [ ] Yes [ ] No

    b. A party to any lawsuit or other legal proceeding within the past five (5) years? [ ] Yes [ ] No

    c. Subject to disciplinary action as a result of professional activities? [ ] Yes [ ] No

41. Is the Applicant aware of any errors, omissions or claims (including any circumstances reported to previous Underwriters which have not developed into claims) during the last ten (10) years? [ ] Yes [ ] No

42. a. Has the Applicant or any director, officer, employee or other proposed Insured given written notice under the provisions of any prior or current errors or omissions or professional liability policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured? [ ] Yes [ ] No

    b. **For Minnesota applicants only**, please indicate if the Applicant or any director, officer, employee or other proposed Insured has given written or oral notice under the provisions of any prior or current errors or omissions or professional liability policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured? [ ] Yes [ ] No

43. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current errors or omissions or professional liability policy or similar insurance? [ ] Yes [ ] No

If 'Yes' to any of the Questions 41-43 above, please provide (on Attachment 'A') a description which includes the venue of the action, the parties, the amount of dispute, the nature of the claim(s), the status of the action(s) and how the action(s) was resolved as to the Applicant, including all costs incurred, including defense expenses.

44. No Applicant, director, officer, employee or other proposed insured has knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under the proposed insurance except as follows:

_____

_____

If no such knowledge or information, check here: [ ] None

(Note that coverage does not apply to known or expected claims or those which the Applicant should have foreseen).

The undersigned declares that the statements set forth herein are true and include all material information. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied in this **Application** changes between the date of this **Application** and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this **Application** does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this **Application** and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Underwriters in issuing any Policy. The Underwriters is authorized to make any investigation and inquiry in connection with this **Application** as it deems necessary.

All written statements and materials furnished to the Underwriters in conjunction with this **Application** are hereby incorporated by reference into this **Application** and made a part hereof. This **Application** and materials submitted with it shall be retained on file with the Underwriters and shall be deemed attached to and become part of the Policy if issued. This paragraph does not apply in the states of Utah and Wisconsin. All written statements and materials furnished to the Underwriters in conjunction with this **Application** are made a part hereof provided this **Application** and such materials are attached to the Policy at the time of its delivery.

I HAVE READ THE FOREGOING **APPLICATION** OF INSURANCE INCLUDING ATTACHMENT "A" AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURERS, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER UNDERWRITERS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. PLEASE READ THIS POLICY CAREFULLY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE INSURED IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.

NOTICE TO COLORADO INSUREDS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURERS OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN **APPLICATION** CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

KANSAS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILATING FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION FOR THE ISSUANCE OR RATING OF AN INSURANCE POLICY, OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO LOUISIANA AND MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

MINNESOTA: A PERSON WHO FILES A CLIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN **APPLICATION** FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS AND KENTUCKY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN **APPLICATION** FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date

Effective Date Requested for this Insurance

PLEASE MAKE CERTAIN ALL QUESTIONS ARE ANSWERED AND THAT ALL APPLICABLE SUPPLEMENTS ARE COMPLETED. THIS **APPLICATION** WILL NOT BE PROCESSED UNLESS ALL QUESTIONS ON THIS **APPLICATION** AND APPLICABLE SUPPLEMENTS ARE ANSWERED.

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Name of Insurance Agent

License Identification No.

Authorized Representative

ATTACHMENT "A"

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY APPLICATION

CLAIMS SCHEDULE

Please complete this form if the Applicant is aware of any claims as indicated in Questions 31-34 of the **Application** (including any circumstances reported to previous Underwriters which have not developed into claims) during the last ten (10) years.

1. Name of Applicant: _____

2. Name of Member of Staff involved in claim: _____

3. Name of (potential) claimant: _____

4. Date of incident: _____ Date claim was made: _____

5. Under which policy was the claim made?

   Carrier: _____

   Policy No.: _____

6. Status of claim? ☐ Closed ☐ Open

   If Closed, please indicate Total Loss Paid: _____ (including defense expenses)

   If Open, please indicate

   i) Total defense costs and expenses to date: _____

   ii) Damages or other relief sought by the claimant(s): _____

   iii) Underwriters loss reserve: _____

7. Please provide the following details:
   i) the specific act, error or omission upon which the claimant bases the claim.
   ii) a brief description of the claim.
   iii) details of the current status and proposed strategy for handling the claim.

_____ _____

AUTHORIZED SIGNATURE OF APPLICANT TITLE
(Must be a principal of the Applicant and a person at risk)

_____
Printed Name

_____
Date