

To report a fraud, contact: RECOVERY@CERTIFID.COM OR CALL: 616-202-6612.

CERTIFID STATUS APPROVED WIRE FRAUD INDEMNITY POLICY (CONSUMER)

In consideration of the payment of the premium as set forth in the Declarations, reliance by Underwriters upon the statements made to Underwriters in the **APPLICATION** and made a part hereof, and subject to the terms, conditions, definitions, exclusions and limitations hereinafter provided, Underwriters agree with the **INSURED** as follows:

I. INSURING AGREEMENTS

Underwriters shall indemnify the **INSURED**:

For **LOSS**, in excess of the **DEDUCTIBLE** as stated in Item 4 of the Declarations and subject to the Policy's Limit of Liability, resulting from a covered **CLAIM**, first discovered by the **INSURED** during the **PERIOD OF INSURANCE**, and reported to Underwriters in accordance with Section V.A. of the Policy. The **LOSS** must arise from a **THEFT** of a **BANK WIRE** sent by a **CLIENT** on or subsequent to the date a **LOSS PAYEE CERTIFICATE** was issued to the **CLIENT** during the **PERIOD OF INSURANCE** or renewal thereof.

It is a condition precedent for a covered **CLAIM** under this Insuring Agreement that the **CLIENT** meets the definition of a **LOSS PAYEE** and the conditions precedent for a covered **CLAIM** under the **LOSS PAYEE CERTIFICATE**, which are:

- a. on the day of the **BANK WIRE INSTRUCTIONS** being sent to the **CLIENT's** financial institution, the **CERTIFID** website reflected a **CERTIFID STATUS** approval; and
- b. the **CLIENT** executed the **BANK WIRE** and **BANK WIRE INSTRUCTIONS** as stated on the **CERTIFID** website at that point in time; and
- c. the **CLIENT's** actions in executing the **BANK WIRE INSTRUCTIONS** were appropriate and in accordance with the applicable individual pre-settlement **FINAL CLOSING DISCLOSURE**; and
- d. the **CLIENT** shall give written notice to **CERTIFID** of any **THEFT** resulting in a **CLAIM** on the same or next business day, as defined by the United States Federal Reserve Fedwire System, from when the **CLIENT** became aware the **BANK WIRE** funds were stolen by a third party fraudster, but in no event later than 60 days after the end of the **PERIOD OF INSURANCE**. The written notice must be accompanied with documentation of an IC3.gov complaint having been filed in relation to the **THEFT** and/or **CLAIM**; and
- e. the **CLIENT** did follow the **BANK WIRE INSTRUCTIONS** as printed on this certificate and did not get tricked into following other instructions sent or communicated to the **CLIENT** by an imposter posing as **CERTIFID** or some other party to the real estate transaction.

II. DEFINITIONS

- A. "**APPLICATION**" means the **POLICYHOLDER's** application for this Policy, including any materials submitted therewith, and for any other policy of which this Policy is a renewal or replacement or which it succeeds in time.
- B. "**BANK WIRE**" means the sending of monies within the United States through the United States Federal Reserve Fedwire System or the Automated Clearing House Network by one party to another party, directly related to an individual **FINAL CLOSING DISCLOSURE** for a **REAL ESTATE TRANSACTION** or **REAL ESTATE REFINANCING TRANSACTION** involving a covered **CLAIM**.
- C. "**BANK WIRE INSTRUCTIONS**" means the bank, bank account holder number, bank account holder name and beneficiary information provided by the **CLIENT** to their financial institution when causing a **BANK WIRE** to be sent, which is directly related to an individual **FINAL CLOSING DISCLOSURE** for a **REAL ESTATE TRANSACTION** or **REAL ESTATE REFINANCING TRANSACTION** involving a covered **CLAIM**.

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- D. **"CERTIFID"** means Certifid, LLC and its successors and assigns.
- E. **"CERTIFID STATUS"** means **BANK WIRE INSTRUCTIONS** were approved by **CERTIFID**, and such **BANK WIRE INSTRUCTIONS** and approved status are as contained on the **CERTIFID** website as of the time a **BANK WIRE** is sent by the **CLIENT**.
- F. **"CLAIM"** means a written demand by an **INSURED** to Underwriters seeking indemnity for a **LOSS** arising from a **THEFT** where written notice of the **CLAIM** is delivered to Underwriters in accordance with Section V.A. of the Policy.
- G. **"CLIENT"** means a **CUSTOMER** of **CERTIFID** who has contracted for **CERTIFID** services through the **CERTIFID** website and was issued a **LOSS PAYEE CERTIFICATE** for this Policy and **PERIOD OF INSURANCE**.
- H. **"CUSTOMER"** means a buyer or seller or finance borrower to a **REAL ESTATE TRANSACTION** or **REAL ESTATE REFINANCING TRANSACTION**.
- I. **"FINAL CLOSING DISCLOSURE"** means the final settlement statement for a **REAL ESTATE TRANSACTION** or **REAL ESTATE REFINANCING TRANSACTION** fully executed by the appropriate parties to the transaction.
- J. **"INSURED"** means **CERTIFID**.
- K. **"LOSS"** means the amount of **BANK WIRE** funds stolen by a third party fraudster that can be documented by the **INSURED**, minus any stolen funds that are recaptured through **RECOUPMENT**.
- "LOSS"** shall not include:
1. interest, attorney's fee awards, civil or criminal fines, penalties, sanctions, whether pursuant to law, statute, regulation or court rule; or
 2. punitive and exemplary damages and the multiplied portion of multiplied damages.
- L. **"LOSS PAYEE"** means a **CLIENT** who:
1. receives a **LOSS PAYEE CERTIFICATE** from **CERTIFID**; and
 2. is listed on a Loss Payee Endorsement to this Policy; and
 3. has a documented direct financial interest in a **THEFT** resulting in a covered **CLAIM**; and
 4. performs the conditions precedent for a covered **CLAIM** under the **LOSS PAYEE CERTIFICATE**.
- M. **"LOSS PAYEE CERTIFICATE"** means the certificate issued by **CERTIFID** to a **CLIENT**, with Underwriters' approval and consent, after the **CLIENT** has contracted for **CERTIFID** services through the **CERTIFID** website; a sample certificate is attached to this Policy as Exhibit Applicable to Section B.
- N. **"PERIOD OF INSURANCE"** means the period from the inception date of this Policy to the expiration date stated in Item 2 of the Declarations, or to any earlier cancellation date of this Policy.
- O. **"POLICYHOLDER"** means the entity or person named in the Declarations.
- P. **"REAL ESTATE REFINANCING TRANSACTION"** means an individual financing transaction involving a borrower financing real property currently owned by the said borrower.
- Q. **"REAL ESTATE TRANSACTION"** means an individual transaction involving the arms-length purchase and sale of real property involving a buyer and a seller of the real property.

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- R. “**RECOUPMENT**” means the process required of and led by **CERTIFID** to work with law enforcement, and the **BANK WIRE** receiving banks and **BANK WIRE** sending banks, to recover any **BANK WIRE** funds stolen by a third party fraudster.
- S. “**THEFT**” means **BANK WIRE** funds stolen by a third party fraudster despite the **CLIENT** having followed the **CERTIFID STATUS** approved **BANK WIRE INSTRUCTIONS** when sending the **BANK WIRE**.

III. EXCLUSIONS

This Policy does not apply to **LOSS** in connection with any **CLAIM** based upon or directly or indirectly arising out of or resulting from:

- A. any **CLAIM** which the **INSURED** or **LOSS PAYEE** gave notice under a prior policy regardless if it is a renewal or replacement of this Policy;
- B. any **CLAIM** that is covered in whole or in part by other insurance that provides substantially the same coverage as this Policy, or would so provide except for the exhaustion of its limits of liability;
- C. any premium payment which has not been paid by **CERTIFID** to Underwriters;
- D. a **CLIENT’s** or **INSURED’s** failure to notify Underwriters accurately and timely of any **LOSS** or **CLAIM** in accordance with Section V.A. of the Policy.
- E. **CERTIFID’s**, and/or **CERTIFID’s** third-party hosting vendor’s, failure to encrypt, failure to protect from interception, or the failure to protect from intrusion the **CERTIFID’s** electronic communications, electronic communication system, website, mobile device, computer system, computer servers, electronic data, e-mail, electronic data processing system, or electronic data storage system;
- F. the mechanical or electrical malfunction of any business machine, website, communication device or computer system;
- G. an intentional or willful violation of any federal, state or local laws or statutes by the **INSURED** or **CLIENT**;
- H. any criminal, dishonest, intentionally malicious or fraudulent act or omission committed by an **INSURED** or **CLIENT**;
- I. any disputes over fees for services;
- J. any of the following, regardless of any other cause or event contributing concurrently or otherwise to the **LOSS**:
 - 1. war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - 2. any act of terrorism;
- K. any actual or alleged failure, breakdown or malfunction of any electronics, software, machine or system of machines owned by the **INSURED** or **CLIENT**, or in the **INSURED’S** or **CLIENT’S** possession or control;
- L. the insolvency or bankruptcy of the **INSURED** or **CLIENT**;
- M. the forgery of, spoofing of, alteration of, manipulation of, phishing of or unauthorized access to **CERTIFID’S** electronic communications, electronic communication system, website, mobile device, computer system, electronic data, e-mail, electronic data processing system, or electronic data storage system;
- N. any international bank wires, including both inbound bank wires to and outbound bank wires from the United States of America.

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IV. LIMIT OF LIABILITY

- A. All **CLAIMS** alleging, based upon, arising out of or attributable to the same **LOSS** shall be deemed to be a single **CLAIM** regardless of whether made by one or more **INSURED** or **LOSS PAYEE** and such **CLAIM** shall be deemed first made on the date the earliest of such **CLAIM** is first made even if such date is before the **PERIOD OF INSURANCE**. Two or more **CLAIMS** arising out of the same, related or continuous **LOSS** shall be considered a single **CLAIM**.
- B. The Limit of Liability stated in Item 3.(b) of the Declarations shall be the maximum aggregate Limit of Liability of Underwriters for all **LOSS** from all **CLAIMS** made by any and all **INSURED's** or **LOSS PAYEE's** during the **PERIOD OF INSURANCE**.
- C. Underwriters shall not be obligated to pay any **LOSS** after the available Limit of Liability as stated in Item 3. of the Declarations has been exhausted by payment of **LOSS**. The insurance provided by this Policy shall not accumulate from year to year regardless if the Limit of Liability has not been exhausted for this **PERIOD OF INSURANCE**, or if the Policy has been or will be renewed.
- D. The number of **INSURED's** or **LOSS PAYEE's** covered by this Policy shall not operate to increase the Limit of Liability.
- E. If two or more Policies of insurance issued by Underwriters, including but not limited to, any errors and omissions insurance, apply to the same **CLAIM** or **CLAIMS**, Underwriters shall not be liable under this Policy for more than the Limit of Liability of that Policy issued by Underwriters which has the highest applicable Limit of Liability. If the Limit of Liability on each Policy is the same, only one limit will apply.

V. NOTICE AND LOSS PROVISIONS

- A. As a condition precedent to the availability of the rights provided under this Policy:
 - (1) the **CLIENT** shall give written notice to the **INSURED** of any **THEFT** resulting in a **CLAIM** on the same or next business day, as defined by the United States Federal Reserve Fedwire System, from when the **CLIENT** became aware the **BANK WIRE** funds were stolen by a third party fraudster, but in no event later than 60 days after the end of the **PERIOD OF INSURANCE**. The written notice must be accompanied with documentation of an IC3.gov complaint having been filed in relation to the **THEFT** and/or **CLAIM**; and
 - (2) the **INSURED**, and/or the **CLIENT** as a **LOSS PAYEE**, shall give written notice to Underwriters of any **THEFT** resulting in a **CLAIM** on the same or next business day, as defined by the United States Federal Reserve Fedwire System, from when the **INSURED** and/or the **CLIENT** became aware the **BANK WIRE** funds were stolen by a third party fraudster, but in no event later than 60 days after the end of the **PERIOD OF INSURANCE**.
- B. Notice given by the **CLIENT** to the **INSURED**, and/or by the **CLIENT** as a **LOSS PAYEE** to Underwriters, must include sufficient details available to the **CLIENT** to enable the **INSURED** and/or Underwriters to consider the **CLAIM** and authorize investigation, if appropriate.
- C. Notice by the **INSURED**, and/or by the **CLIENT** as a **LOSS PAYEE**, to Underwriters shall be given as set forth in Item 5. of the Declarations. The entities identified in Item 5 shall be authorized to act on behalf of Underwriters.

VI. GENERAL CONDITIONS

A. APPLICATION

By acceptance of this Policy, **INSURED** agree as follows:

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1. The particulars and statements contained in the **APPLICATION** submitted by the **POLICYHOLDER**, and any materials submitted therewith (which are on file with and are deemed attached hereto, as if physically attached hereto) are true and are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy;
2. The statements in the **APPLICATION** and in any materials submitted therewith are the **INSURED'S** representations and shall be deemed material to the acceptance of the risk or the hazard assumed by the Underwriters under this Policy and this Policy is issued in reliance upon the truth of such representations;
3. In the event the **APPLICATION**, including materials submitted therewith, contains any misrepresentation made with the actual intent to deceive or contains any misrepresentation that materially affects either the acceptance of the risk or the hazard assumed by the Underwriters under this Policy, this Policy shall be void in its entirety and of no effect whatsoever; and
4. This Policy shall be deemed to be a single unitary contract and not a severable contract of insurance or a series of individual contracts of insurance with each of the **INSUREDS**.

B. CANCELLATION

Underwriters may cancel this Policy for; (1) non-payment of premium due on ten (10) days' written notice thereof to the **POLICYHOLDER**. The mailing of such notice as aforesaid, via certified mail, shall be sufficient proof of the giving of such notice; (2) any material decrease in effectiveness of **CERTIFID'S** ability to perform **RECOUPMENT**.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **PERIOD OF INSURANCE**.

If this Policy shall be cancelled by Underwriters, Underwriters shall retain the premium paid to date.

C. DEDUCTIBLE

Subject to Section V., Underwriters shall be liable for only the amount of **LOSS** that exceeds the applicable Deductible, stated in Item 4 of the Declarations, for each **CLAIM**.

D. SUBROGATION

In the event of any payment under this Policy, Underwriters shall be subrogated to all of the **INSURED'S** and/or the **LOSS PAYEE'S** rights of recovery therefor against any person or organization, and the **INSURED** and/or the **LOSS PAYEE** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of Underwriters' total payment shall be paid to the **INSURED** and/or the **LOSS PAYEE**, less the cost of Underwriters of such recovery.

E. ASSISTANCE AND COOPERATION

With regard to any **CLAIM** and/or **THEFT**, the **INSURED** and/or the **LOSS PAYEE** shall provide Underwriters with such information, assistance and cooperation as Underwriters reasonably request, and shall not take any action which in any way increases Underwriters' exposure for liability under this Policy, including with respect to seeking **RECOUPMENT**. The **INSURED** and/or the **LOSS PAYEE** agrees, upon Underwriters' request, to meet with Underwriters' representatives for the purpose of investigation and/or defense, submit to an examination and interrogation by a representative of Underwriters, give a written statement to Underwriters' representatives, under oath if required, and attend hearings, depositions, and trials, and to assist in effecting settlement, securing and giving evidence, and obtaining the attendance of witnesses, and in the conduct of suits, all without charge to Underwriters. The **INSURED** and/or the **LOSS PAYEE** shall further cooperate with Underwriters and do whatever is necessary, including authorizing claims, actions, or proceedings in the **INSURED'S** and/or the **LOSS PAYEE'S** name against others, to secure and effect any rights of indemnity, contribution or apportionment which the **INSURED** and/or the **LOSS PAYEE** may have.

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F. ACTION AGAINST UNDERWRITERS

No action shall lie against Underwriters unless, as a condition precedent thereto, the **INSURED** and/or the **LOSS PAYEE** shall have fully complied with all the terms, conditions and provisions of the Policy, nor until the amount of the **INSURED'S** and/or the **LOSS PAYEE'S** obligation to pay shall have been finally determined either by judgment against the **INSURED** and/or the **LOSS PAYEE** after actual trial or by written agreement of the **INSURED**, **CERTIFID**, and Underwriters.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy only to the extent of the available insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join Underwriters as a co-defendant in any action against the **INSURED** and/or the **LOSS PAYEE** to determine the **INSURED'S** and/or the **LOSS PAYEE'S** liability except as provided by law.

G. TERRITORY

This Policy only applies to **CLAIMS** made against the **INSURED** and/or the **LOSS PAYEE** in the United States of America.

H. ASSIGNMENT

This Policy and any and all rights hereunder are not assignable without the prior written consent of Underwriters. The Underwriters shall not unreasonably withhold such consent provided the **INSURED** and/or the **LOSS PAYEE** provides Underwriters copies of all necessary documentation evidencing such assignment. Any such assignment shall be subject to all applicable Policy conditions and limitations.

I. CONFORMITY TO STATUTE

Any provisions of this Policy that are in conflict with the statutes of the state under whose law this Policy shall be construed are hereby amended to conform to such statutes.

J. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person acting on behalf of Underwriters shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form part of this Policy.

K. ENTIRE AGREEMENT

The **INSURED** agrees that this Policy, including the **APPLICATION** and any materials submitted therewith, the Declarations and any written endorsements attached to and forming part of this Policy, constitute the entire agreement between the **INSURED** and Underwriters or any of its agents relating to this insurance.

L. FALSE OR FRAUDULENT CLAIM

A. If the **INSURED** shall fraudulently proffer any **CLAIM** with respect to the amount thereof or otherwise, this Policy shall become void, and all coverage hereunder shall be forfeited.

B. If the **LOSS PAYEE** shall fraudulently proffer any **CLAIM** with respect to the amount thereof or otherwise, this Policy shall become void with respect to that **CLAIM**, and all coverage hereunder with respect to that **CLAIM** shall be forfeited.

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EXHIBIT B

LOSS PAYEE CERTIFICATE attaching to the **CERTIFID STATUS APPROVED WIRE FRAUD INDEMNITY POLICY NUMBER B0621PCERT004720** (the “Policy”).

CERTIFID STATUS Approval Date and Time Stamp: [THE DATE AND TIME YOUR WIRING INSTRUCTIONS WERE CONFIRMED BY YOU AS REFERENCED IN THE CONFIRMATION EMAIL FROM CERTIFID]

Policy Number: [THE POLICY NUMBER REFERENCED IN YOUR CONFIRMATION EMAIL FROM CERTIFID]

Certificate Holder LOSS PAYEE Name: [THE NAME INCLUDED ON THE CERTIFID STATUS APPROVAL AND REFERENCED IN THE CONFIRMATION EMAIL FROM CERTIFID]

Real Estate Property Address: [THE PROPERTY ADDRESS INCLUDED ON THE CERTIFID STATUS APPROVAL AND REFERENCED IN THE CONFIRMATION EMAIL FROM CERTIFID]

Policy Loss Payee per CLAIM limit is [THE AMOUNT OF MONEY PROTECTION COVERAGE YOU SELECTED AND PAID FOR]

Policy Loss Payee annual aggregate limit is USD \$5,000,000

Policy Period of Insurance is October 1, 2020 to October 1, 2021 both days at 12.01 a.m. local standard time at the address of the **POLICYHOLDER’S** specified in the Policy

The Limit of Liability provided to the **INSURED** by the CertifID Status Approved Wire Fraud Indemnity Insurance (the “Policy”) will be reduced by payment of any **LOSS**. Payment made in accordance with the terms of a **LOSS PAYEE CERTIFICATE** will reduce the amount recoverable by all other **LOSS PAYEES** to which a **LOSS PAYEE CERTIFICATE** has been issued by the **INSURED**.

The **LOSS PAYEE CERTIFICATE** provides the Certificate Holder with access to the **CERTIFID STATUS APPROVED WIRE FRAUD INDEMNITY POLICY**.

“**LOSS PAYEE**” means a **CERTIFID CLIENT** who:

1. receives a **LOSS PAYEE CERTIFICATE** from **CERTIFID**, and
2. has a documented direct financial interest in a **THEFT** resulting in a covered **CLAIM**, and
3. performs the conditions precedent for a covered **CLAIM** under the **LOSS PAYEE CERTIFICATE**.

It is a condition precedent for a covered **CLAIM** under the **LOSS PAYEE CERTIFICATE**, that:

- a. on the day of the **BANK WIRE INSTRUCTIONS** being sent to the **CLIENT’S** financial institution, the **CERTIFID** website reflected a **CERTIFID STATUS approval**; and
- b. the **CLIENT** executed the **BANK WIRE** and **BANK WIRE INSTRUCTIONS** as stated on the **CERTIFID** website at that point in time; and
- c. the **CLIENT’S** actions in executing the **BANK WIRE INSTRUCTIONS** were appropriate and in accordance with the applicable individual pre-settlement **FINAL CLOSING DISCLOSURE**.
- d. the **CLIENT** shall give written notice to the **CERTIFID** of any **THEFT** resulting in a **CLAIM** on the same or next business day, as defined by the United States Federal Reserve Fedwire System, from when the **CLIENT** became aware the **BANK WIRE** funds were stolen by a third party fraudster, but in no event later than 60 days after the end of the **PERIOD OF INSURANCE**. The written notice must be accompanied with documentation of an IC3.gov complaint having been filed in relation to the **THEFT** and/or **CLAIM**;
- e. the **CLIENT** did follow the **BANK WIRE INSTRUCTIONS** and did not get tricked into following other instructions sent or communicated to the **CLIENT** by an imposter posing as **CERTIFID** or some other party to the real estate transaction.

The attached Policy is for the sole use and benefit of the **INSURED** as expressed therein. The organization or individual named above as a **LOSS PAYEE** shall not be considered as an **INSURED** under the Policy, nor shall the

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LOSS PAYEE otherwise have any rights or benefits under said Policy outside of those rights and benefits extended to a **LOSS PAYEE** under the Loss Payee Endorsement.

Notwithstanding any payment made under the terms of the **LOSS PAYEE CERTIFICATE** and Loss Payee Endorsement, or the execution of more than one of such similar **LOSS PAYEE CERTIFICATE** and Loss Payee Endorsement, the amount paid for any one loss occurrence or otherwise in accordance with the terms of this Policy shall not exceed the limits of liability as set forth in the Declarations Page.

Nothing herein is intended to alter the terms, conditions and limitations of the Policy.

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ENDORSEMENT APPLICABLE TO SECTIONS B ONLY

1. LOSS PAYEE ENDORSEMENT to the CERTIFID STATUS APPROVED WIRE FRAUD INDEMNITY POLICY

It is agreed that:

The **INSURED** agrees that any payment in satisfaction of a **LOSS** resulting from a covered **CLAIM** as set forth in the Insuring Agreement of said Policy shall be paid by an instrument issued and payable to a **CLIENT** who qualifies as a **LOSS PAYEE**. Any such payment shall constitute payment to the **INSURED**, subject to the following conditions and limitations:

- a. Except as expressly set out in this Endorsement, the said Policy is for the sole use and benefit of the **POLICYHOLDER**. The **LOSS PAYEE** shall not be considered as an **INSURED** under the said Policy, nor shall it otherwise have any rights or benefits or direct right of action under said Policy.
- b. If the **INSURED** gives written notice of a **CLAIM** under the Policy, whether before or after the **LOSS PAYEE** has given written notice of such **CLAIM**, then the **LOSS PAYEE'S** rights under this Endorsement shall not accrue unless the **INSURED** elects not to pursue coverage under the Policy for the covered **LOSS**.
- c. Upon payment by Underwriters to the **LOSS PAYEE** in satisfaction of a **LOSS** resulting from a covered **CLAIM** under the Policy, Underwriters shall have no further liability to indemnify the **INSURED** under the Policy for any **LOSS** arising from the covered **CLAIM**, and such payment shall reduce any Aggregate Limit of Liability and Aggregate Sub-Limits of Liability remaining available in accordance with Section IV of the Policy.
- d. The total liability of the Underwriters for all **LOSS** covered under this Endorsement is limited to the Aggregate Limit of Liability and Aggregate Sub-Limits of Liability, and per **CLAIM** Limit of Liability, as set forth in the Declarations Page and remaining available in accordance with Section IV of the Policy.
- e. Nothing herein is intended to alter the terms, conditions and limitations of the said Policy

ALL OTHER TERMS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS, LIMITATIONS, CONDITIONS AND ENDORSEMENTS OF THE SAID POLICY REMAIN UNCHANGED.

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ENDORSEMENTS

1. CHOICE OF LAW

Any dispute concerning the interpretation of this Policy shall be governed by the Laws of New York

2. SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyd's America Inc,
Attention Legal Department
280 Park Avenue
East Tower, 25th Floor
New York
NY 10017
USA

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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3. WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether

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acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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4. U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability). not being insurances of the classifications to which the Nuclear Incident Exclusion Clause - Liability - Direct (Limited) applies.

This policy*

does not apply:-

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

To report a fraud, contact: RECOVERY@CERTIFID.COM OR CALL: 616-202-6612.

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material"**, **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiations in a nuclear reactor; **"waste"** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"nuclear facility"** means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, with word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE:- As respect policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
N.M.A. 1256

5. U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause - Liability - Direct) to liability insurances affording worldwide coverage.

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In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A. 1477

6. SANCTION LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

7. PREMIUM PAYMENT RIDER

It is hereby understood and agreed that the following is added to this policy:

Premium and Reporting Money Protection Plan and Core:

Within ten days of the last day of each month, Underwriters will be provided with the CertifID monthly bordereau which will contain the list of CertifID Status approved wire transactions for the previous month and the amount of premium due. CertifID will also provide the list of Loss Payee Certificates issued in the previous month and the amount of premium due. The monthly payment for each monthly period shall be calculated as follows:

- A. With respect to Core: USD 1.50 Per CertifID approved Bank Wire reducing to USD1.00 if Section B) is elected on the same approved Bank Wire*
- B. With respect to Money Protection Plan: USD 1.50 per CertifID approved Bank Wire
- C. With respect to Lienholder Payoff: 20% of monthly fee charged by CertifID

* If Money Protection Plan is purchased, there is no premium charge for Core

CertifID LLC is responsible for all premiums.

The first monthly bordereau, list of Loss Payee Certificates and premium payment is to be received by Underwriters no later than 10th October 2020, the second and subsequent bordereaux, list of Loss Payee Certificates and premium payments are to be received by Underwriters on the 10th day of each calendar month thereafter.

All other terms and conditions remain unchanged

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Information

As agreed by Insurers and held on file by Miller Insurance Services LLP

To report a fraud, contact: RECOVERY@CERTIFID.COM OR CALL: 616-202-6612.

Security Details

LMA3333

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Order Hereon: 100% of 100%

**Basis of
Written Lines:** Percentage of Whole

Signing Provisions: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
 - b. a unique authorisation provided via a secure electronic trading platform
 - c. a timed and dated authorisation provided via an electronic message/system;
 - d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
 - e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;
- The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original