

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 1 day of July 2018, by and between the Mt. Diablo Unified School District (hereinafter "District") and Beyond the Words, Inc. (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ <u>525,000.00</u> for Services	<u>505</u> - <u>1216</u> - <u>21</u> - <u>5800</u>	\$ <u>25,000.00</u>
The basis of the fee for Services shall be as follow	<u>505</u> - <u>1216</u> - <u>21</u> - <u>5100</u>	\$ <u>500,000.00</u>
a. \$ <u>80.00</u> per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ _____ per engagement.		

BUDGET CODE(S)

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on July 1, 2018. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

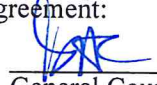
Limits: _____

Other: Waive Worker's Compensation as Interpreters are Independent Contractors.

The initials of the Superintendent, or his/her Designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:



Superintendent or
his/her Designee



General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: Beyond The Words, Inc.
Attn: Mistie Glass
Address: 43 Quail Court, Suite 105
Walnut Creek, CA 94596
Phone: 925-979-1968
Fax: _____
Tax ID #: 87-0708962

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # _____

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature]
Signature of Principal/Budget Administrator Date

Title: Amy Sudrla, Special Education Administrator
Print Name and Title

Authorized and Approved by:

[Signature] JUL 25 2018
Superintendent or his/her Designee Date

Beyond the Words, Inc.

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] July 2, 18
Signature of Contractor/Consultant Date

Title: Mistie Glass, President
Print Name and Title

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature]
Originator's Signature Date

Amy Sudrla, Special Education Administrator
Print Name of Originator and Title

Special Education
Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

Beyond the Words, Inc. will provide MDUSD students with American Sign Language Interpreting services at a rate of \$80.00 per hour as directed by district administrators. This is a flat rate and there are no additional rate variations.

Contract not to exceed \$525,000.00

Service period: July 1, 2018 - June 30, 2019

Purchase Requisition # _____

EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		Beyond the Words, Inc.
Services to be performed under the Agreement:		ASL Interpreting Services
Schools/Locations where services will be performed:		Various
Total amount to be paid by the District under this Agreement:		\$ 525,000.00
Term of Agreement:		July 1, 2018 - June 30, 2019
Check the applicable box(es) and fill in any blanks.		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these Independent Contractors have been fingerprinted. The following Independent Contractors will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the Independent Contractors noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these Independent Contractors have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."




 Independent Contractor/Consultant Signature
 Mistie Glass

 Print Name

 Date
 7/9/18

 Independent Contractor/Consultant



 Superintendent or his/her Designee's Signature
 Wendi S. Aghily, Ed.D. Executive Director of Special Education

 Print Name

 Date
 7/5/2018

 Superintendent or his/her Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gene Morgan Insurance Agency 2020 4th Street Livermore CA 94550		CONTACT NAME: Ofelia Lozano PHONE (A/C, No, Ext): (925) 447-2565 E-MAIL ADDRESS: ofelia@genemorganinsurance.com		FAX (A/C, No): (925) 447-2463	
INSURED Beyond the Words, Inc. 1550 Parkside Drive Ste 110 San Mateo CA 94402		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Sentinel Insurance Company LTD		11000	
		INSURER B: Gemini Insurance Company		10833	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1851405325 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			57SBAID1504	05/08/2018	05/08/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 XCYBR \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			57SBAID1504	05/08/2018	05/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors and Omissions			VNPL003461	04/29/2018	04/29/2019	each occurrence 1,000,000/ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mt. Diablo Unified School District is named additional insured with respect to liability arising out of work or operations performed by the consultant/named insured. Endorsement attached

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTICE:

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

**7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE:
WWW.INSURANCE.CA.GOV**

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

D-2 (Effective January 1, 2017)

GEMINI INSURANCE COMPANY

A STOCK COMPANY
(herein called "the Company")

COMMON POLICY DECLARATIONS

Policy No.: VNPL003461

Renewal/Rewrite of: VNPL002273

Named Insured and Mailing Address

Beyond The Words, Inc
1550 Parkside Drive
Suite 110
Walnut Creek, CA 94596

Policy Period: From 04/29/2018 to 04/29/2019 at 12:01 a.m. Standard Time at the address of the First Named Insured as stated herein

PROFESSIONAL SERVICES: See Endorsement VP 0275

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.


THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Professional Liability Coverage Part	\$	2,687
TOTAL PREMIUM		\$ 2,687

Form (s) and Endorsement (s) made a part of this policy at inception. **See attached schedule:**

This policy is not binding unless sealed and countersigned by Gemini Insurance Company or its Authorized Representative.

Countersigned On: 5/1/2018
At: Greenwich, Connecticut

By: 
Authorized Representative

THESE COMMON POLICY DECLARATIONS AND, IF APPLICABLE, THE PROFESSIONAL LIABILITY DECLARATIONS, THE COMMERCIAL GENERAL LIABILITY DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART (S), FORM (S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBER POLICY

**PROFESSIONAL LIABILITY COVERAGE PART
DECLARATIONS**

THIS IS A CLAIMS MADE AND REPORTED POLICY

Policy: VNPL003461

Effective Date: 04/29/2018

Named Insured: Beyond The Words, Inc

LIMITS OF LIABILITY

Aggregate Limit of Liability	\$1,000,000
Each Claim Limit of Liability	\$1,000,000

Retroactive Date: 04/29/2011

Deductible: \$5,000 Per Claim

Professional Services: See Endorsement VP 0275

Minimum Term Premium: \$2,687

Minimum Earned Premium at Inception: \$672

Total Premium: \$2,687

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SCHEDULE OF FORMS

Named Insured: Beyond The Words, Inc

POLICY NO.: VNPL003461

C038

FORM NUMBER	End. #	TITLE
POLCVLTR_PL 03 14		Vela Policy Cover Letter
CMNDEC 07 16		Common Declarations
MPLDEC 07 16		Professional Liability Coverage Part Declarations
SCHED 07 16		Schedule of Forms
VP 00 06 10 17		Professional Liability Coverage Form
SIG_APP 09 10		Signed Application
VP 06 82 09 15	01	Exclusion - Violation of Trade or Economic Sanctions Laws or Regulations
VP 02 75 07 17	02	Professional Services
VP 05 64 07 17	03	Additional Claims Expense Limit of Liability
VP 03 08 07 17	04	Amendment To Criminal/Dishonest/Knowingly Wrongful Acts (Exclusion A)
VP 07 39 07 17	05	Service Of Suit - California
VP 02 91 07 17	06	Independent Contractor Endorsement
VP 07 55 01 18	07	Data Compromise Coverage Endorsement Response Expense and Defense and Liability
VP 08 55 05 17	08	Third Party Discrimination Carveback

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number:

VP 00 06 10 17

Effective Date: 04/29/2018

PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY WHICH APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD. THE LIMITS OF LIABILITY SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY PAYMENT OF CLAIM EXPENSES.

PLEASE REVIEW THIS POLICY CAREFULLY WITH YOUR INSURANCE BROKER OR ADVISOR.

ALL TERMS PRINTED IN BOLD ARE DEFINED IN THE DEFINITIONS SECTION OF THIS POLICY, SECTION VIII.

In consideration of the payment of the Premium, the undertaking of the **Insured** to pay the Deductible herein and in reliance upon all statements made and information in the **Application**, which is attached hereto and made a part of this Policy, and subject to all of the terms and conditions of this Policy, the **Company** agrees with the **Insured** as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** any **Loss** and **Claim Expenses** that the **Insured** shall become legally obligated to pay because of **Claims** for **Wrongful Acts**, provided that:

- A. The **Claim** is first made against the **Insured** during the **Policy Period**;
- B. The **Claim** arises out of **Wrongful Acts** committed by an **Insured** which first commenced on or after the **Retroactive Date**;
- C. Written notice of the **Claim** is received by the **Company** during the **Policy Period** or within sixty (60) days thereafter; and
- D. Prior to the inception date of this Policy no **Insured** knew, nor could have reasonably foreseen, any **Wrongful Acts** or other circumstances that reasonably might result in a **Claim** covered by this Policy.

II. COVERAGE EXTENSIONS

A. Disciplinary Proceedings

The **Company** will reimburse the **Insured** for **Disciplinary Proceeding Loss**. The maximum the **Company** will pay for all **Disciplinary Proceeding Loss** covered by this Policy shall be \$10,000 in the Aggregate, regardless of the number of **Insureds** against whom **Disciplinary Proceedings** are instituted during the **Policy Period** or the number of **Disciplinary Proceedings** that are instituted against the **Insureds** during the **Policy Period**. As a condition precedent to coverage, the **Disciplinary Proceeding** must be first instituted against the **Insured** during the **Policy Period** and the **Disciplinary Proceeding** must arise from a **Wrongful Act** committed by the **Insured** that first commences on or after the **Retroactive Date** and before the expiration of the **Policy Period**. The **Company** will have no duty to pay any **Disciplinary Proceeding Loss** unless the **Insured** provides written notice of the **Disciplinary Proceeding** to the **Company** during or within sixty (60) days after the **Policy Period**.

The Deductible amount will not apply to this subsection and any **Disciplinary Proceeding Loss** will not reduce the Each **Claim** or Aggregate Limits of Liability.

The **Company** will have no obligation to appoint counsel for the **Insured** to respond to a **Disciplinary Proceeding**.

B. Response to Subpoenas

The **Company** will reimburse the **Insured** for reasonable and necessary fees, costs, and expenses incurred by or on behalf of the **Insured** in order to respond to a subpoena that is served on the **Insured** during the **Policy Period** and which arises from the performance of the **Insured's Professional Services**, provided the **Insured** is not a party to the lawsuit, arbitration or other proceeding that the subpoena is issued in connection with. The maximum the **Company** will pay for an **Insured's** response to any such subpoena served on the **Insured** during the **Policy Period** shall be \$2,500. The maximum the **Company** will pay for all subpoenas served on any **Insureds** during the **Policy Period** shall be \$5,000 in the Aggregate, regardless of the number of such subpoenas served on the **Insureds** during the **Policy Period**. As a condition precedent to coverage, the subpoena must first be served on the **Insured** during the **Policy Period** and the **Insured's Professional Services** that the subpoena arises from must have first commenced on or after the **Retroactive Date**. The **Insured** must give written notice to the **Company** of the subpoena during or within sixty (60) days after the **Policy Period**.

The Deductible amount will not apply to this subsection and any amounts paid pursuant to this subsection will not reduce the Each **Claim** or Aggregate Limits of Liability.

The **Company** will have no obligation to appoint counsel for the **Insured** to respond to a subpoena covered by this **Section II B.** of the Policy.

III. DEFENSE AND SETTLEMENT

- A. The **Company** has the right and duty to select counsel and to defend any **Claim** covered by this Policy, even if any of the allegations are groundless, false or fraudulent.
- B. If the applicable law gives the **Insured** the right to select independent defense counsel to defend any **Claim** covered by this Policy then the **Insured** may select independent defense counsel to defend the **Claim**. Such independent counsel shall:
 - 1. Have at least ten (10) years of experience in the defense or similar matters in the same jurisdiction where the **Claim** is being defended; and
 - 2. Maintain lawyer's professional liability insurance coverage with Each **Claim** and Aggregate Limits of Liability that are at least equal to the Each **Claim** and Aggregate Limits of Liability of this Policy.

The **Insured** and its independent defense counsel shall provide all non-privileged information and documentation requested by the **Company** and shall cooperate with the **Company** with respect to the defense, investigation and settlement of the **Claim**.

Subject to the Deductible amount and the Each **Claim** and Aggregate Limits of Liability, the **Company** shall be liable only for reasonable and necessary **Claim Expenses** charged by the **Insured's** independent counsel at the hourly billing rates customarily paid by the **Company** for the defense of similar **Claims** in the same jurisdiction where the **Claim** is being defended. All such **Claim Expenses** shall reduce the Policy's Limits of Liability and Deductible amount.

- C. The **Company** shall have no duty to appeal any judgment entered against any **Insured** if in the **Company's** judgment there is no reasonable basis for an appeal. The decision to appeal from a judgment entered against any **Insured** is solely at the discretion of the **Company**.
- D. The **Company's** duty to defend and to pay **Loss** or **Claim Expenses** on behalf of any **Insured** shall immediately terminate if either the Each **Claim** or Aggregate Limits of Liability of this Policy become exhausted by payment of **Loss** and / or **Claim Expense**.

- E. The **Company** shall have the right to negotiate and effectuate the settlement of all **Claims**, as the **Company** deems expedient, whether within or in excess of the Deductible amount. However, the **Company** will not settle any **Claim** without the consent of the **Named Insured**, which consent will not be unreasonably withheld. If the **Named Insured** refuses to consent to a settlement demand recommended by the **Company** (hereinafter referred to as the "recommended settlement amount") and instead elects to contest such **Claim** or continue legal proceedings in connection therewith, the **Company's** liability for such **Claim** shall, subject to the Policy's Each **Claim** and Aggregate Limits of Liability and Deductible amount, be limited to the recommended settlement amount, plus all **Claim Expenses** in excess of the Deductible amount incurred through the time the **Named Insured** refused to consent to the recommended settlement amount, plus fifty percent (50%) of all **Claim Expenses** incurred after the **Named Insured** refused to consent to the recommended settlement amount, and fifty percent (50%) of all covered **Loss** in excess of the recommended settlement amount.

IV. EXCLUSIONS

This Policy does not apply to any **Claim** and the **Company** will not pay any **Loss** or **Claim Expense** for any **Claim** alleging, arising out of, based upon, or attributable to any actual or alleged:

A. Criminal / Dishonest / Knowingly Wrongful Act(s)

Criminal, dishonest, fraudulent, or knowingly or intentionally **Wrongful Acts** or omissions committed by or at the direction of any **Insured** or which were ratified or acquiesced in by any **Insured**.

However, the preceding paragraph of this exclusion shall not apply to any natural person who qualifies as an **Insured** under this Policy, other than the **Named Insured**, if such natural person did not participate in, ratify or acquiesce in such conduct.

Also, this Policy does not cover any **Loss** or **Claim Expenses** for:

1. Criminal penalties, criminal fines, criminal sanctions, charges or indictments;
2. Cost associated with bail bonds;
3. Cost or fees associated with criminal investigations; and
4. Any other costs or fees associated with any criminal proceedings of any kind.

B. Profit or Advantage

Gaining by any **Insured** of any profit or advantage to which the **Insured** was not legally entitled.

C. Bodily Injury / Property Damage

Bodily Injury, sickness, disease or death of any person, including emotion distress or mental anguish, and any injury to, or destruction of, any tangible property, or loss of use of any such tangible property.

D. Intellectual Property

Infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan, patent, or other intellectual property rights, including **Claims** for unfair competition, palming off, or violations of the Lanham Act.

E. Employment-Related Practices

1. Termination of employment in a manner that is against the law or wrongful;
2. Discrimination against an employee on account of race, ethnicity, religion, sex, age, disability, sexual preference or any other protected category or characteristic under any local, state or federal law, regulation or ordinance;
3. Refusal to employ or promote;
4. Wrongful demotion or transfer;

5. Sexual or non-sexual harassment of any employee; or
6. Employment-related practices, policies, acts or omission, including but not limited to coercion, retaliation, wrongful discipline or evaluation, defamation, invasion of privacy, false imprisonment, humiliation, intentional or negligent infliction of emotional distress and malicious prosecution.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity. This exclusion applies notwithstanding anything to the contrary contained in **Exclusion P.**, below.

F. Violation of Statutes

Violation of:

1. The Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisors Act of 1940 or any state Blue Sky or securities law;
2. The Employee Retirement Income Security Act of 1974 (ERISA);
3. The Racketeer Influenced and Corrupt Organizations Act (commonly known as RICO), Title 18 U.S.C. Section 1960, et seq., or any similar state or local anti-racketeering statute or law;
4. The Fair Labor Standard Act, the National Labor Relations Act of 1938, the Workers Adjustment and Retraining Notification Act (Public Law 10037991988) (WARN), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or the Occupational Safety and Health Act (OSHA) or any similar state or local statute;
5. The Health Insurance Portability & Accountability Act (HIPAA) or any similar state or local statute; or
6. Any state or federal antitrust laws, price-fixing or restraint of trade law; including any rules or regulations promulgated under any of the foregoing statutes and any amendments to the statutes referred to above.

G. Liability Assumed by Contract

Liability of others assumed by the **Insured** under any oral or written contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.

H. Breach of Express Guarantee or Warranty

Breach of any express warranty or guaranty.

I. Insurance / Bonds

Failure of any **Insured** to procure or maintain insurance or bonds.

J. Pollution, Asbestos and Lead

1. Threatened discharge, dispersal, seepage, migration, release or escape, contact with, exposure to, existence of, inhalation of, ingestion of, contamination by or presence of **Pollutants** regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any actual or alleged injury or damage; or
2. Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the actual or potential effects of **Pollutants**; or
3. **Claim** or suit by or on behalf of a governmental authority or others for injury or damage because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the actual or potential effects of **Pollutants**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, lead, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

K. Unsolicited Faxes and Electronic Mail

Violation of the Telephone Consumer Protection Act of 1991, and any amendments thereto, or any other **Claim** based upon or arising from the unsolicited sending of information or advertising by fax, electronic mail (email), or any other means where prohibited by law.

L. Insureds versus Insureds

Claim by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**.

M. Cost Guarantees

Cost guarantees or estimates of probable costs, or cost estimates being exceeded.

N. War

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

O. Business Enterprise

Professional Services performed, directly or indirectly, by the **Insured** when acting in the capacity as a former, existing or prospective officer, director, shareholder, partner, manager, or member (or any equivalent position), of any entity or organization, if such entity or organization is not a **Named Insured** or **Subsidiary**.

P. Third Party Discrimination and Sexual Harassment

1. Sexual harassment of any customer or client of an **Insured** or any other natural person who is not an employee of an **Insured**; and
2. Discrimination against any customer or client of an **Insured** or any other natural person who is not an employee of an **Insured** on account of race, ethnicity, religion, sex, age, disability, sexual preference or any other protected category or characteristic under any local, state or federal law, regulation or ordinance.

V. LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The **Company's** maximum Aggregate Limit of Liability for all **Loss** and **Claim Expenses** from Each **Claim** first made during the **Policy Period** shall not exceed the Each **Claim** Limit of Liability set forth on the Declarations Page, which amount shall be part of and not in addition to the Aggregate Limit of Liability stated on the Declarations Page.
- B. The **Company's** maximum Limit of Liability for all **Loss** and **Claim Expenses** from all **Claims** first made during the **Policy Period** shall not exceed the Aggregate Limit of Liability set forth on the Declarations Page, regardless of the number of **Claims**.
- C. **Claim Expenses** are part of and not in addition to the Each **Claim** and Aggregate Limits of Liability set forth on the Declarations Page, and payment by the **Company** of **Claim Expenses** shall reduce and may exhaust such Limits of Liability.

- D. The Deductible amount stated in the Declarations Page shall apply to **Loss** and **Claim Expenses** and shall apply to each and every **Claim**. This Deductible shall be borne by the **Insured**, remain uninsured and not reduce or increase the Limits of Liability. In the event that the **Company**, in its sole discretion, decides to pay amounts within the Deductible, the **Named Insured**, and any other **Insureds** against whom the **Claim** is made, shall be jointly and severally liable to repay the **Company** such amounts within thirty (30) days of a request by the **Company**.
- E. The **Company** may pay any part, or all, of the Deductible amount to effect settlement of a **Claim**, subject to the consent of the **Named Insured**, and upon notification of the action taken, the **Named Insured** shall promptly reimburse the **Company** for such part of the Deductible amount as has been paid by the **Company**.
- F. If the **Named Insured** does not promptly reimburse the **Company** for any Deductible amount owed, then any costs incurred by the **Company** in the collection of the Deductible amount will be added and applied in addition to the applicable Deductible amount without any limitation. These costs include, but are not limited to, collection agency fees, attorneys' fees and interest.

VI. DUTIES IN THE EVENT OF A CLAIM

- A. If a **Claim** is made against any **Insured**, the **Insured** shall provide written notice as soon as practicable to the **Company**, and shall forward to the **Company**, as soon as practicable, every demand, notice, summons, complaint or other process or documents received by the **Insured** or their representative. In no event may an **Insured** provide such notice of a **Claim** to the **Company** any later than sixty (60) days after the expiration of the **Policy Period**.
- B. If, during the **Policy Period**, an **Insured** becomes aware of any **Wrongful Act** or other circumstances that might reasonably result in a **Claim**, and during the **Policy Period** the **Insured** gives the **Company** sufficient written notice of such **Wrongful Act** or circumstances, then the **Company** will treat any subsequently resulting **Claim** as if it had been made against the **Insured** and reported during the **Policy Period**, provided that written notice of such **Claim** is given as soon as practicable to the **Company** after the **Insured** is first made aware of the **Claim**.

All notices of **Wrongful Acts** or other circumstances that might reasonably result in a **Claim**, must include the following information:

1. A description of the alleged **Wrongful Act** or circumstances in question;
 2. The identities of the potential claimants
 3. The consequences which have resulted or may result from the alleged **Wrongful Act** or circumstances
 4. The **Loss** which may result from the alleged **Wrongful Act** or circumstances; and
 5. How and when the **Insured** first became aware of the alleged **Wrongful Act** or circumstances.
- C. Any notice of a **Claim** or of **Wrongful Acts** or other circumstances that might reasonably result in a **Claim** provided by the **Insured** to the **Company** is not effective until it is received by the **Company**. All such notices shall be sent to:

Vela Insurance Services, a W. R. Berkley Company
Claims Department
11516 Nicholas Street, Suite 301
Omaha, NE 68154
TELEPHONE: (866) 915-7478 or (402) 492-8352
FAX: (402) 492-3283
EMAIL: claims@vela-ins.com

- D. No insurance agent or broker is authorized to act as the **Company's** agent to receive reports or notices required by this Policy, and any reports or notices provided to an insurance agent or broker shall not constitute compliance with the terms and conditions of this Policy.
- E. No **Insured** may make any payment, assume any obligation, incur any expense, or settle any **Claim** without the advance written consent of the **Company**, except at the sole expense of the **Insured**.
- F. After an **Insured** becomes aware of a **Claim** or alleged **Wrongful Acts** or other circumstances that might reasonably result in a **Claim**, no **Insured** may agree with the Claimant to arbitration, mediation, or any other form of alternative dispute resolution, without the prior written consent of the **Company**.
- G. All **Insureds** must cooperate with the **Company**, and provide such assistance and information as the **Company** may request. Upon the **Company's** request, the **Insured** shall submit to examination and interrogation by a representative of the **Company**, under oath if required. The **Insured** shall attend hearings, depositions, and trials if requested by the **Company**. The **Insured** shall assist in the investigation and defense of **Claims** when requested by the **Company**, including, but not limited to, helping to effectuate settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and / or defense, all of the above without charge to the **Company**. The **Insured** further agrees not to take any action that may increase the **Insured's** exposure for **Claim Expenses** or **Loss**.

VII. MULTIPLE CLAIMS AND WRONGFUL ACTS

Multiple **Claims** arising out of the same **Wrongful Act** or **Related Wrongful Acts** shall be considered a single **Claim**. All such **Claims**, whenever made, will be deemed to have been first made at the time the earliest such **Claim** was first made. All such **Claims** will be covered, if at all, only under the Policy in effect, if any, when the earliest such **Claim** was first made and reported to the **Company**. Subsequent policies will not apply to any such **Claims**.

VIII. DEFINITIONS

- A. **Application** means all Policy **Applications** submitted by the **Named Insured** to the **Company**, including any attachments or other materials submitted therewith or incorporated therein for any Policy for which this Policy is a renewal or replacement. The **Application** is incorporated herein by reference and shall become a part of this Policy
- B. **Claim** means a written demand against an **Insured** for **Loss** because of a **Wrongful Act**, including but not limited to:
 1. The service of a summons and complaint or an arbitration demand or the commencement of an administrative proceeding; or
 2. A request to toll the statute of limitations.

A **Claim** does not include a **Disciplinary Proceeding**.
- C. **Claim Expenses** means reasonable and necessary costs, charges, fees (including attorney's fees and expert fees) and expenses, incurred by the **Company** or with the **Company's** prior written consent, resulting from the adjustment, investigation or defense of a **Claim** covered by this Policy. **Claim Expenses** also includes:
 1. Premiums on appeal bonds required if the **Company** appeals from any judgment entered in any **Claim** to which this Policy applies, but only for that portion of premium for the bond which is for **Loss** covered by this Policy and only to the extent that the premium does not exceed the applicable Each **Claim** and Aggregate Limits of Liability. The **Company** will also pay the premiums on bonds in amounts up to the applicable Each **Claim** and Aggregate Limits of Liability to release attachments in any **Claim** defended by the **Company**. The **Company** has no obligation to apply for or furnish any bond; and

2. Post-judgment interest on that portion of any judgment which is for **Loss** covered by this Policy, and which does not exceed the applicable Each **Claim** and Aggregate Limits of Liability, which accrues until the **Company** has paid or tenders to the plaintiff or deposits in court, the amount of such **Loss**, plus post-judgment interest accrued until the time of such payment, tender or deposit.

Claim Expenses does not include salaries, wages, overhead, employment benefits, or expense owed or paid by an **Insured**.

- D. **Company** means the insurer identified in the Declarations Page.
- E. **Disciplinary Proceeding** means any state, federal or other licensing board or agency inquiry or proceeding concerning the **Insured's** eligibility or license to continue to engage in the **Insured's Professional Services**.
- F. **Disciplinary Proceeding Loss** means reasonable and necessary fees, costs, and expenses incurred by an Insured in connection with the investigation or defense or appeal of any **Disciplinary Proceeding**.

Disciplinary Proceeding Loss does not include fines, penalties or sanctions assessed against an **Insured** nor does it include expenses, salaries, wages, benefits, or overhead of, or paid to, an **Insured**.

G. **Insured(s)** means:

1. The **Named Insured** as listed on the Declarations Page;
2. Any **Subsidiary**;
3. Any partner, director or officer of the **Named Insured** or **Subsidiary**, but only while rendering **Professional Services** while the partner, director or officer is acting in their respective capacity as such;
4. Any employee of the **Named Insured** or **Subsidiary**, but only while rendering **Professional Services** on behalf of the **Named Insured** or **Subsidiary**;
5. Any former partner, director, officer, or employee of the **Name Insured** or **Subsidiary** but only with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary** prior to the termination of that respective capacity;
6. The current spouse or domestic partner of any current partner, director, officer or employee of the **Named Insured** or **Subsidiary**, but solely with respect to the liability of such **Insured** that is otherwise covered by this Policy;
7. The heirs, executors, administrators, and legal representatives of any **Insured** in the event of death, incompetency, insolvency or bankruptcy of that **Insured**, but solely with respect to the liability of such **Insured** that is otherwise covered by this Policy; and
8. A limited liability company, if the **Named Insured** or any other **Insured** exists as such, along with all past and present members of any such limited liability company, but only while rendering **Professional Services** on behalf of the **Named Insured** or **Subsidiary**.

H. **Loss** means:

1. Compensatory damages which the **Insured** is legally obligated to pay because of a **Wrongful Act** covered by this Policy; and
2. Punitive, exemplary or multiple damages which the **Insured** is legally obligated to pay because of a **Wrongful Act** covered by this Policy, but only if such punitive, exemplary or multiple damages are insurable under the law of the jurisdiction that is applicable to the **Claim**;

However, **Loss** does not include:

- a. The cost of complying with an award for equitable, injunctive or other non-monetary relief;

- b. Sanctions, fines or penalties;
 - c. Any monetary relief that is uninsurable under the law of the jurisdiction that is applicable to the **Claim**;
 - d. The return or withdrawal of fees or charges for **Professional Services** rendered by an **Insured**; and
 - e. Workers' compensation, disability, unemployment, social security, or any other employment benefit.
- I. **Named Insured** means the **Named Insured** listed on the Declarations Page.
 - J. **Personal and Advertising Injury** means publication or utterance of oral or written material in connection with the **Insured's** performance or advertising of **Professional Services** that violates a person's right of privacy or publicity or which libels or slanders a person or organization.
 - K. **Policy Period** means the time period specified on the Declarations Page, during which this Policy is in effect unless cancelled.
 - L. **Professional Services** means only those **Professional Services** listed on the Declarations Page rendered by or on behalf of the **Named Insured** for others for a fee or other form of compensation.
 - M. **Related** means logically or causally connected by reason of common facts, circumstances, situations, transactions, events or decisions.
 - N. **Retroactive Date** means the **Retroactive Date** set forth on the Declarations Page.
 - O. **Subsidiary** means an entity in which the **Named Insured** owns more than fifty percent (50%) of the issued and outstanding voting stock on the inception date of the **Policy Period**.
This Policy only provides coverage to a **Subsidiary** for **Claims** for **Wrongful Acts** which occur while the **Named Insured** owns more than fifty percent (50%) of the issued and outstanding voting stock of the **Subsidiary**.
 - P. **Wrongful Act** means any negligent act, error or omission or breach of professional duty, or **Personal and Advertising Injury**, committed solely in the rendering of or failure to render **Professional Services** by an **Insured**.

IX. GENERAL CONDITIONS

A. TERRITORY

This Policy applies to **Wrongful Acts** anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America or where coverage is otherwise prohibited by the United States Office of Foreign Assets Control, provided that the **Claim** and any resulting lawsuit is brought within the United States, its territories, possessions or Canada.

B. EXTENDED REPORTING PERIOD

1. If this Policy is either terminated or not renewed by the **Named Insured** or the **Company** for any reason other than nonpayment of premium or failure to comply with the terms and conditions of this Policy, the **Named Insured** shall have the right to purchase an Extended Reporting Period of twelve (12) months in duration for payment of 75% of the premium stated on the Declarations Page, or twenty four (24) months in duration, for payment of 125% of the premium stated on the Declarations Page, or thirty six (36) months in duration, for payment of 175% of the premium stated on the Declarations Page. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the additional premium due, is received by the **Company** within thirty (30) days after the expiration of the **Policy Period**.

2. If an Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** and **Claim Expenses** from **Claims** that are first made and reported to the **Company** during such Extended Reporting Period but only for **Wrongful Acts** committed before the end of the **Policy Period** and which first commence after the **Retroactive Date**. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. The Each **Claim** and Aggregate Limits of Liability for the Extended Reporting Period shall be part of and not in addition to the Each **Claim** and Aggregate Limits of Liability for the **Policy Period**.

C. CANCELLATION

1. The first **Named Insured** may cancel this Policy by surrender thereof to the **Company**, or by written notice to the **Company** stating when thereafter such cancellation shall be effective. Such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**.
2. The **Company** may cancel this Policy by mailing or delivering to the first **Named Insured** written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Insured** has failed to pay a Premium when due, this Policy may be canceled by the **Company** by mailing or delivering a written notice of cancellation to the first **Named Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Company** shall be equivalent to mailing.
3. If this Policy is canceled, we will send the first **Named Insured** any Premium refund due. If the **Company** cancels, the refund will be pro rata. If the first **Named Insured** cancels, the refund may be less than pro rata. However, in no event shall the **Company** retain less than the Minimum Earned Premium at Inception. The cancellation will be effective even if the **Company** has not made or offered a refund.

D. OTHER INSURANCE

This Policy is excess over any other valid and collectible insurance regardless of whether such other insurance is primary, excess, contributory, contingent, or otherwise, unless such other insurance is written to be specifically excess over the insurance provided by this Policy. Other insurance includes benefits under a risk retention group.

E. REPRESENTATION

In issuing this Policy, the **Company** has relied upon the statements, representations and information in the **Application**. The **Named Insured** acknowledges and agrees that all such statements, representations and information provided in the **Application** are true and accurate, are made or provided in order to induce the **Company** to issue this Policy, and are material to the **Company's** acceptance of the risk to which this Policy applies.

In the event that any of the statements, representation or information in the **Application** are not true and accurate, this Policy shall be void with respect to the **Named Insured** and any other **Insured** who, as of the date the **Application** was signed, knew about the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

1. The knowledge of any **Insured** who is a present or former chief financial officer, in-house general counsel, partner, chief executive officer, president or chairperson of the **Named Insured** shall be imputed to the **Named Insured**;
2. The knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and

3. Except as provided in 1. above, the knowledge of an **Insured** who did not sign the **Application** shall not be imputed by any other **Insured**.

F. ASSIGNMENT

The interests or rights hereunder of any **Insured** under this Policy are not assignable, except with the prior written consent of the **Company**.

G. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization, or any other insurer which may provide coverage for any **Loss** or **Claim Expense**. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and enforce such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Loss** and **Claim Expenses** paid by the **Company**, and third to the Deductible. Any additional amounts recovered shall be paid to the first **Named Insured**.

H. CHANGES

Notice to any agent or knowledge by any agent or broker shall not effect a waiver or change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, in writing, issued by the **Company** to the first **Named Insured** and forming a part of this Policy.

I. ACTION AGAINST THE COMPANY

1. No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by a judgment against the **Insured** after an actual and contested trial or arbitration proceeding on the merits, or by a written settlement agreement executed by the **Insured**, the claimant or the claimant's legal representative, and the **Company**.
2. Any person or the legal representatives thereof who has secured such judgment or written settlement agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance coverage afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against the **Insured** or its legal representative, except to the extent that a direct action against an insurer is permitted in the jurisdiction in which the underlying lawsuit is pending. Bankruptcy or insolvency of the **Insured** or its successors in interest shall not relieve the **Company** of its obligations hereunder.

J. MERGERS AND ACQUISITIONS

1. If during the **Policy Period**, any of the following events occur:
 - a. The acquisition of 50.1% or more of the assets of any **Named Insured** by another entity;
 - b. The merger or consolidation of any **Named Insured** into or with another entity, such that the **Named Insured** is not the surviving entity; and / or
 - c. The appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to any **Named Insured**;

then coverage under this Policy will continue in full force and effect with respect to **Claims** for **Wrongful Acts** that were committed before such event, but coverage will automatically terminate with respect to **Claims** for any **Wrongful Acts** committed after such event. After any such event, this Policy may not be canceled by the **Named Insured** and the entire premium for the Policy will be deemed fully earned.

2. If during the Policy Period, the Named Insured:

- a. Acquires, either directly or indirectly, more than fifty percent (50%) of the issued and outstanding voting stock of another entity or organization or creates another entity or organization in which the **Named Insured**, either directly or indirectly, owns more than fifty percent (50%) of the issued and outstanding voting stock; or
- b. Acquires any entity or organization by merger into or consolidation with the **Named Insured**;

then such acquired entity or organization shall be covered under this Policy with respect to **Claims** for Wrongful Acts that first commence after such acquisition or creation.

If the total revenue of such acquired entity or organization, as reflected in the most recent consolidated financial statements of the acquired entity or organization or otherwise exceeds ten percent (10%) of the total revenue of the **Named Insured** and its **Subsidiaries**, the **Named Insured**, as a condition precedent to coverage with respect to such entity or organization, shall notify the **Company** within ninety (90) days after the effective date of such acquisition or creation and the **Named Insured** must agree to any additional Premium and any additional terms and conditions required by the **Company**.

K. VALUATION AND CURRENCY

All Premiums, Limits of Liability, Deductible amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than the United States dollars or if **Claim Expenses** are charged in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the prevailing exchange rate as published on OANDA.com at the time the expenses were incurred.

L. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the first **Named Insured** as shown on the Declarations Page will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payments of Premiums, the receipt of any return Premiums that may become due under this Policy and the agreement to and acceptance of endorsements.

M. BANKRUPTCY

The **Named Insured's** bankruptcy or insolvency does not relieve the **Company** of its obligations under this Policy.

N. ARBITRATION

In the event of any dispute regarding the interpretation of this Policy, or any other dispute between the **Company** and an **Insured** concerning or arising out of this Policy, such dispute will be referred to binding arbitration, with such arbitration to take place in the vicinity of Chicago, Illinois. The arbitration will be governed by the Commercial Arbitration Rules then in effect of the American Arbitration Association or by the Comprehensive Arbitration Rules and Procedures then in effect of the Judicial Arbitration and Mediation Service ("JAMS").

The arbitration shall be decided by a three person arbitration panel consisting of a party-appointed (non-neutral) arbitrator for the **Insured**; party-appointed (non-neutral) arbitrator for the **Company** and a neutral arbitrator ("the umpire").

The party initiating the arbitration ("the claimant") shall send a written arbitration demand to the other party ("the respondent"), which describes the basis for the dispute and provides the name, address and other contact information for the claimant's party-appointed (non-neutral) arbitrator. The respondent then shall have thirty (30) days to send a written notice to the claimant of the name, address and other contact information of the respondent's party-appointed (non-neutral) arbitrator. The two party-appointed arbitrators shall, within thirty (30) days after the appointment of the respondent's party-appointed (non-neutral) arbitrator, select the umpire.

In any arbitration involving a dispute regarding the interpretation of this Policy, the Policy shall be construed in an evenhanded manner without any provision in the Policy being construed against the drafter of the Policy.

O. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 1

VP 06 82 09 15

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF TRADE OR ECONOMIC SANCTIONS LAWS
OR REGULATIONS**

This endorsement modifies insurance provided under the following:
Professional Liability Coverage Part

The **Company** shall not be liable to provide coverage, pay any claim, or provide any benefit hereunder to the extent that the provisions of such coverage, payment of such claim or provisions of such benefit would be in violation of any trade or economic sanctions law or regulation applicable to the **Company's** jurisdiction of domicile or those of another jurisdiction with which the **Company** is legally obligated to comply.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 2

VP 02 75 07 17

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

The **Professional Services** set forth on the Declarations Page is deleted in its entirety and replaced by the following:

PROFESSIONAL SERVICES:
Solely in the performance of services as a sign language interpreter, including teaching and training, for others for a fee or other form of compensation.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 3

VP 05 64 07 17

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CLAIM EXPENSE LIMITS OF LIABILITY

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Section V. LIMITS OF LIABILITY AND DEDUCTIBLE, paragraph C., is deleted in its entirety and replaced with the following:

- C. The Each **Claim** and Aggregate Limits of Liability shall not apply to the first \$1,000,000 in **Claim Expenses** that are in excess of the deductible amount if such **Claim Expenses** are incurred by or with the express approval of the **Company**. **Claim Expenses** in excess of the first \$1,000,000 in **Claim Expenses** are part of and not in addition to the Each **Claim** and Aggregate Limits of Liability set forth on the Declarations Page. Payment by the **Company** of **Claim Expenses** in excess of the first \$1,000,000 shall reduce and may exhaust such Limits of Liability.

The **Company's** maximum additional Aggregate Limit of Liability for **Claims Expenses** shall not exceed \$1,000,000, regardless of the number of **Claims** made against the **Insureds** during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 4

VP 03 08 07 17

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT CRIMINAL / DISHONEST / KNOWINGLY
WRONGFUL ACTS (EXCLUSION A.)**

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Section IV. EXCLUSIONS, paragraph **A. Criminal / Dishonest / Knowingly Wrongful Acts**, is deleted in its entirety and replaced with the following:

A. Criminal / Dishonest / Knowingly Wrongful Act(s)

Criminal, dishonest, fraudulent, or knowingly or intentionally **Wrongful Acts** or omissions committed by or at the direction of any **Insured** or which were ratified or acquiesced in by any **Insured**.

However, the preceding paragraph of this exclusion shall not apply to any natural person who qualifies as an **Insured** under this Policy, other than the **Named Insured**, if such natural person did not participate in, ratify or acquiesce in such conduct.

Also, this Policy does not cover any **Loss** or **Claim Expenses** for:

1. Criminal penalties, criminal fines, criminal sanctions, charges or indictments;
2. Cost associated with bail bonds;
3. Costs or fees associated with criminal investigations; and
4. Any other costs or fees associated with any criminal proceedings of any kind.

Notwithstanding this exclusion, the **Company** will defend any **Claim** alleging, arising out of, based upon, or attributable to any alleged criminal, dishonest, fraudulent, or knowingly or intentionally **Wrongful Acts** or omissions committed by or at the direction of any **Insured** or which were ratified or acquiesced in by any **Insured**, which is otherwise covered by this Policy, until there is an admission, judgment, or adjudication, by or against any **Insured**, that such conduct occurred. The **Company** also agrees that such insurance as would otherwise be afforded under this Policy shall be applicable to any **Insured** who is a natural person, other than the **Named Insured**, who did not did not participate in, ratify or acquiesce in such conduct after having knowledge of such conduct.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 5

VP 07 39 07 17

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT - CALIFORNIA

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his / her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

The Company may be sued upon any cause of action arising in the State of California upon any policy issued by it, or any evidence of insurance issued or delivered by a surplus lines broker, pursuant to the procedures of Sections 1610 to 1620 of the Insurance Code. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of our rights to select a forum or court, including any of the federal courts of the United States.

It is further agreed that service of process in such suit may be made upon Vivian Imperial, in care of CT Corporation System, 818 West Seventh St., Suite 930, Los Angeles, CA 90017 and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 6

VP 02 91 07 17

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTOR

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Section VIII. A DEFINITION, G. Insured, is amended to include the following:

9. Independent contractors of the **Named Insured** while rendering **Professional Services** on behalf of the **Named Insured** or **Subsidiary**.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 7

VP 07 55 01 18

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA COMPROMISE COVERAGE RESPONSE EXPENSE AND DEFENSE AND INDEMNITY LIABILITY

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

I. The following Data Compromise Coverage has been endorsed onto the **Named Insured's** Professional Liability coverage. Coverage under this endorsement is only available to the **Named Insured** and not any other person or entity qualifying as an **Insured** under the Professional Liability policy to which this endorsement is attached. The Data Compromise Coverage provided by this endorsement includes first-party coverage for reimbursement of specified expenses as well as third-party defense and indemnity coverage against certain claims, but such coverage is subject to the Data Compromise Coverage Limits and Sublimits of Liability and the Deductible amounts stated below. **Section VIII. DEFINITIONS, D. Company, I. Named Insured and K. Policy Period and Section IX. GENERAL CONDITIONS** of the **Named Insured's** Professional Liability coverage apply to coverage under this Data Compromise Coverage endorsement.

II. ANTI-STACKING PROVISION

In the event that any claim against a **Named Insured** is covered by both the Professional Liability policy to which this endorsement is attached and **Coverage 2 – Defense and Indemnity Liability** – provided by this endorsement, the Sublimits and Limits of Liability and Deductible amounts applicable to such a claim shall be those provided by this endorsement, even if the applicable Sublimit and/or Limit of Liability provided by this endorsement differs from the Sublimits and/or Limits of Liability that would be provided by the Professional Liability policy to which this endorsement is attached. In no event shall the Sublimits and Limits of Liability contained in this endorsement and any Professional Liability policy issued by the **Company** be combined or stacked regardless of the number of claims that are covered by the Professional Liability policy and/or this endorsement.

III. Coverage under this endorsement is subject to the following Sublimits and Limits of Liability and Deductible Amounts:

Coverage 1 – Response Expenses

Data Compromise Response Expenses Limit:	\$100,000 Annual Aggregate
Sublimits:	
Named Malware (Coverage 1):	\$50,000
Forensic IT Review:	\$10,000
Legal Review:	\$10,000
Public Relations Services:	\$5,000
	Any one Personal Data Compromise
Response Expenses Deductible:	\$2,500
	Any one Personal Data Compromise

Coverage 2 – Defense and Indemnity Liability

Data Compromise Defense and Indemnity Liability Limit: \$100,000 Annual Aggregate

Sublimits:

Named Malware (Coverage 2):	\$50,000
Defense and Indemnity Liability Deductible:	Any one Personal Data Compromise \$2,500 Each Data Compromise Demand

IV. COVERAGE 1 – RESPONSE EXPENSES

A. Response Expenses Covered Cause Of Loss

Coverage under this Data Compromise Coverage endorsement applies only if all of the following conditions are met:

1. There has been a **Personal Data Compromise**; and
2. Such **Personal Data Compromise** is first discovered by the **Named Insured** during the **Policy Period** for which the Data Compromise Coverage endorsement is applicable; and
3. Such **Personal Data Compromise** is reported to the **Company** within 60 (sixty) days after the date it is first discovered by the **Named Insured**.

B. Coverage

If the three conditions listed above in **Section IV., A. Response Expenses Covered Cause Of Loss** have been met, then the **Company** will provide coverage to the **Named Insured** for the following expenses when they arise directly from the covered cause of loss, but only to the extent that such expenses are necessary and reasonable. Subsections 4. and 5. below apply only if there has been a notification of the **Personal Data Compromise to Affected Individuals** as covered under Subsection 3. below.

1. Forensic Information Technology Review

Professional forensic information technology (hereinafter "Forensic IT") review costs if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the **Personal Data Compromise** and the number and identities of the **Affected Individuals**.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with PCI or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not **Personally Identifying Information** or **Personally Sensitive Information**.

If there is reasonable cause to suspect that a covered **Personal Data Compromise** may have occurred, the **Company** will pay for Forensic IT Review costs, even if it is eventually determined that there was no covered **Personal Data Compromise**. However, once it is determined that there was no covered **Personal Data Compromise**, the **Company** will not pay for any further Forensic IT Review costs.

2. Legal Review

Professional legal counsel review costs to determine how the **Named Insured** should best respond to the **Personal Data Compromise**.

If there is reasonable cause to suspect that a covered **Personal Data Compromise** may have occurred, the **Company** will pay for Legal Review costs, even if it is eventually determined that there was no covered **Personal Data Compromise**. However, once it is determined that there was no covered **Personal Data Compromise**, the **Company** will not pay for any further such Legal Review costs.

3. Notification to Affected Individuals

Costs to provide notification of the **Personal Data Compromise** to the **Affected Individuals**.

4. Services to Affected Individuals

Costs to provide the following services to **Affected Individuals**.

- a. The following services apply to any **Personal Data Compromise**:
 - (i) **Information materials**

A packet of loss prevention and customer support information.

(ii) Help line

A toll-free telephone line for **Affected Individuals** to ask questions about the **Personal Data Compromise**. Where applicable, this telephone line can also be used to request additional services as listed below in **Section IV. B. 4. b. (i) and (ii)**.

b. The following additional services apply to **Personal Data Compromise events involving **Personally Identifying Information**:**

(i) Credit Report and Monitoring

A credit report and an electronic monitoring service for activities affecting an individual's credit records and/or credit rating. This service is subject to the **Affected Individual** enrolling for this service with the designated service provider.

(ii) Identity Restoration Case Management

As respects any **Affected Individual** who is or appears to be a victim of **Identity Theft** that may reasonably have arisen from the **Personal Data Compromise**, the services of an identity restoration professional who will assist that **Affected Individual** through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

5. Public Relations Services

Costs of a professional public relations firm review of and response to the potential impact of the **Personal Data Compromise** on the **Named Insured's** business relationships (hereinafter referred to as ("PR Services")).

PR Services includes costs to implement the public relations recommendations of such a firm. This may include advertising and special promotions designed to retain the **Named Insured's** relationship with **Affected Individuals**. However, the **Company** will not pay for promotions:

- a. Provided to any of the **Named Insured's** directors, officers or employees; or
- b. Costing more than \$25 per **Affected Individual**.

C. Limits And Sublimits Of Liability

The most the **Company** will pay under **Coverage 1 – Response Expenses** is the Data Compromise Response Expenses Limit indicated for this endorsement under **Section III.** of this endorsement.

The Data Compromise Response Expenses Limit is an annual aggregate Limit of Liability. This amount is the most the **Company** will pay for the total of all loss covered under **Coverage 1 – Response Expense** arising out of all **Personal Data Compromise** events which are first discovered by the **Named Insured** during the **Policy Period**. This Limit applies regardless of the number of **Personal Data Compromise** events discovered by the **Named Insured** during the **Policy Period**.

A **Personal Data Compromise** may be first discovered by the **Named Insured** during the **Policy Period** but cause covered costs after the **Policy Period** expires. If so, all covered costs arising from such **Personal Data Compromise** will be subject to the Data Compromise Response Expense Limit applicable to this **Policy Period**.

The most the **Company** will pay under **Coverage 1 – Response Expenses** for loss arising from any **Malware-Related Compromise** is the Named Malware (Coverage1) Sublimit indicated for this endorsement. For the purpose of the Named Malware (Coverage 1) Sublimit, all **Malware-Related Compromises** that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single **Personal Data Compromise**. This Sublimit is part of, and not in addition to the Data Compromise Response Expenses Limit.

The most the **Company** will pay under the Forensic IT Review, Legal Review and PR Services coverages for loss arising from any one **Personal Data Compromise** is the applicable Sublimit for each of those coverages indicated for this endorsement under **Section III**. These Sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. The PR Services coverage is also subject to a limit per **Affected Individual** as described in **Section IV. B. 5. Public Relations Services**.

Coverage for Services to **Affected Individuals** is limited to costs to provide such services for a period of up to one year from the date of the notification to the **Affected Individuals**. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. Deductible

Coverage 1 – Response Expenses is subject to the Response Expenses Deductible indicated for this endorsement. The **Named Insured** shall be responsible for paying such deductible amount with respect to any such **Personal Data Compromise** covered under this endorsement.

V. COVERAGE 2 – DEFENSE AND INDEMNITY LIABILITY COVERAGE

A. Defense and Indemnity Liability Covered Cause of Loss

Coverage 2 under this Data Compromise Coverage endorsement applies only if all of the following conditions are met:

1. There has been a **Personal Data Compromise**; and
2. Such **Personal Data Compromise** was first discovered by the **Named Insured** during the **Policy Period**; and
3. Such **Personal Data Compromise** is reported to the **Company** within 60 (sixty) days after the date it is first discovered by the **Named Insured**.

In regard to **Section V. COVERAGE 2 – DEFENSE AND INDEMNITY LIABILITY COVERAGE**, the following conditions must also be met:

1. The **Named Insured** must have provided notifications and services to **Affected Individuals** in consultation with the **Company** pursuant to **Coverage 1 – Response Expenses**; and
2. The **Named Insured** must have received a notice of a **Data Compromise Demand** brought by one or more **Affected Individuals** or by a governmental entity on behalf of one or more **Affected Individuals**; and
3. Notice of such **Data Compromise Demand** must have been received by the **Named Insured** within two years after the date that the **Affected Individuals** were notified of the **Personal Data Compromise**; and
4. Such **Data Compromise Demand** must be reported by the **Named Insured** to the **Company** as soon as practicable, but in no event, more than 60 (sixty) days after the date it is first received by the **Named Insured**.

B. Coverage

If all of the conditions listed above in **Section V., A. Defense And Indemnity Liability Covered Cause Of Loss** have been met, then the **Company** will provide coverage to the **Named Insured** for **Data Compromise Defense Costs** and **Data Compromise Indemnity Costs** directly arising from the covered cause of loss.

C. Limits and Sublimits of Liability

The most the **Company** will pay under **Coverage 2 – Defense and Indemnity Liability** coverage (other than post-judgment interest) is the **Data Compromise Defense and Indemnity Liability Limit** indicated for this endorsement.

The **Data Compromise Defense and Indemnity Liability Limit** is an annual aggregate Limit. This amount is the most the **Company** will pay for all loss covered under **Coverage 2 – Defense and Indemnity Liability** (other than post-judgment interest) arising out of all **Personal Data Compromise** events which are first discovered by the **Named Insured** during the **Policy Period**. This Limit applies regardless of the number of **Personal Data Compromise** events discovered by the **Named Insured** during the **Policy Period**.

A **Personal Data Compromise** may be first discovered by the **Named Insured** during the **Policy Period** but cause covered costs after the **Policy Period** expires. If so, all covered costs arising from such **Personal Data Compromise** (other than post-judgment interest) will be subject to the Data Compromise **Coverage 2 – Defense and Indemnity Liability** Limit applicable to this **Policy Period**.

The most the **Company** will pay under **Coverage 2 – Defense and Indemnity Liability** for loss arising from any **Malware-Related Compromise** is the Named Malware (Coverage 2) Sublimit indicated for this endorsement. For the purpose of the Named Malware (Coverage 2) Sublimit, all **Malware-Related Compromises** that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single **Personal Data Compromise**. This Sublimit is part of, and not in addition to, the **Data Compromise Defense and Indemnity Liability Limit**.

D. Deductible

Coverage 2 – Defense and Indemnity Liability is subject to the Defense and Indemnity Liability Deductible indicated for this endorsement. The **Named Insured** shall be responsible for paying such deductible amount as respects each **Data Compromise Demand** covered under this endorsement.

VI. EXCLUSIONS

The following exclusions apply to all coverages under this endorsement.

The **Company** will not pay any costs arising from the following:

- A.** The intentional or willful complicity in a **Personal Data Compromise** by the **Named Insured** or by any employee, director or officer of the **Named Insured**.
- B.** Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by the **Named Insured** or by any employee, director or officer of the **Named Insured**.
- C.** Any **Personal Data Compromise** occurring prior to the inception date of this Data Compromise Coverage endorsement or any substantially similar Data Compromise Coverage endorsement issued by the **Company** or by another insurer.
- D.** Research or correction of any deficiency. This includes, but is not limited to, any deficiency in the **Named Insured's** systems, procedures or physical security that may have contributed to a **Personal Data Compromise**.
- E.** Any civil or criminal fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.
- F.** Any criminal investigations or proceedings.
- G.** Any extortion or blackmail. This includes, but is not limited to, demands for ransom payments or private security assistance.
- H.** Any **Personal Data Compromise** involving data that was transmitted electronically, unless such data was encrypted to protect the security of the transmission.
- I.** The reckless disregard for the security of **Personally Identifying Information** or **Personally Sensitive Information** by the **Named Insured** or by any employee, director or officer of the **Named Insured** if such **Personally Identifying Information** or **Personally Sensitive Information** is in the **Named Insured's** care, custody or control.
- J.** That part of any **Data Compromise Demand** seeking any non-monetary relief.
- K.** Seizure or destruction of property by order of governmental authority.

- L. War or military action including any of the following and any consequence of any of the following:
 - 1. War, including undeclared or civil war;
 - 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

VII. ADDITIONAL CONDITIONS

The following Additional Conditions apply to coverages under this endorsement. Conditions **A.** and **B.** below apply only to **Coverage 2 – Defense and Indemnity Liability Coverage** and Condition **E.** only applies to **Coverage 1 – Response Expenses**. Conditions **C., D., F.,** and **G.** apply to all coverages under this endorsement.

A. Data Compromise Liability Defense and Indemnity Costs

- 1. The **Company** shall have the right and the duty to assume the defense of any applicable **Data Compromise Demand** against the **Named Insured**. The **Named Insured** shall give the **Company** such information and cooperation as the **Company** may reasonably require.
- 2. The **Named Insured** shall not admit liability for or settle any **Data Compromise Demand** or incur any **Data Compromise Defense Costs** without the **Company's** prior written consent.
- 3. If the **Named Insured** refuses to consent to any settlement recommended by the **Company** and acceptable to the claimant, the **Company** may then withdraw from the **Named Insured's** defense by tendering control of the defense to the **Named Insured**. From that point forward, the **Named Insured** shall, at the **Named Insured's** own expense, negotiate or defend such **Data Compromise Demand** independently of the **Company**. The **Company's** liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus **Data Compromise Defense Costs** incurred by the **Company**, plus **Data Compromise Defense Costs** incurred by the **Named Insured** with the **Company's** written consent, prior to the date of such refusal.
- 4. The **Company** shall not be obligated to pay any **Data Compromise Defense Costs** or **Data Compromise Indemnity Costs**, or to defend or continue to defend any **Data Compromise Demand**, after the **Data Compromise Defense and Indemnity Liability Limit** has been exhausted.
- 5. The **Company** shall pay all interest on that amount of any judgment within the **Data Compromise Defense and Indemnity Liability Limit** which accrues:
 - a. After entry of judgment; and
 - b. Before the **Company** pays, offers to pay or deposits in court that part of the judgment within the **Data Compromise Defense and Indemnity Liability Limit** or, in any case, before the **Company** pays or offers to pay the entire **Data Compromise Defense and Indemnity Liability Limit**.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Indemnity Liability Limit.

B. Duties in the Event of a Data Compromise Demand

- 1. If a **Data Compromise Demand** is made against the **Named Insured**, the **Named Insured** must:
 - a. Immediately record the specifics of the **Data Compromise Demand** and the date the **Data Compromise Demand** was received;

- b. Provide the **Company** with written notice, as soon as practicable, but in no event, more than 60 (sixty) days after the date the **Data Compromise Demand** is first received by the **Named Insured**;
 - c. Immediately send the **Company** copies of any correspondence, notices, summonses or legal papers received in connection with the **Data Compromise Demand**;
 - d. Authorize the **Company** to obtain records and other information requested by the **Company**;
 - e. Cooperate with the **Company** in the investigation, settlement or defense of the **Data Compromise Demand**;
 - f. Assist the **Company**, upon the **Company's** request, in the enforcement of any right against any person or organization which may be liable to the **Named Insured** because of loss to which this insurance may also apply; and
 - g. Not take any action, or fail to take any required action, that prejudices the **Named Insured's** rights or the **Company's** rights with respect to such **Data Compromise Demand**.
2. The **Named Insured** may not, except at the **Named Insured's** sole cost, voluntarily make a payment, assume any obligation, or incur any expense without the **Company's** prior written consent.
 3. If the **Named Insured** becomes aware of a complaint that may become a **Data Compromise Demand**, the **Named Insured** shall promptly inform the **Company** of such claim or complaint.

C. Due Diligence

The **Named Insured** agrees to use **Due Diligence** to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with, and requiring the **Named Insured's** employees, directors, officers and vendors to comply with, reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate physical security for the **Named Insured's** premises, computer systems, and hard copy files;
2. Providing and maintaining appropriate computer and Internet security;
3. Maintaining and updating at appropriate intervals backups of computer data;
4. Protecting transactions, such as processing credit card, debit card and check payments; and
5. Appropriate disposal of files containing **Personally Identifying Information** or **Personally Sensitive Information**, including shredding hard copy files and destroying physical media used to store electronic data.

D. Legal Advice

The **Company** is not the **Named Insured's** legal advisor. The **Company's** determination of what is or is not covered under this Data Compromise Coverage endorsement does not represent advice or counsel from the **Company** about what the **Named Insured** should or should not do.

E. Pre-Notification Consultation

The **Named Insured** agrees to consult with the **Company** prior to the issuance of any notification to **Affected Individuals**. The **Company** assumes no responsibility under this Data Compromise Coverage for any services promised to **Affected Individuals** without the **Company's** prior agreement. If possible, this Pre-Notification Consultation will also include the designated service provider(s) as agreed to under **Section VII. ADDITIONAL CONDITIONS, Part F. Service Providers**. The **Named Insured** must provide the following at the **Company's** Pre-Notification Consultation with the **Named Insured**:

1. The exact list of **Affected Individuals** to be notified, including contact information.
2. Information about the **Personal Data Compromise** that may appropriately be communicated to **Affected Individuals**.

3. The scope of services that the **Named Insured** desires for the **Affected Individuals**. For example, coverage may be structured to provide fewer services in order to make those services available to more **Affected Individuals** without exceeding the available Response Expenses Limit.

F. Service Providers

1. The **Company** will only pay under this Data Compromise Coverage for services that are provided by service providers approved by the **Company**. The **Named Insured** must obtain the **Company's** prior approval for any service provider whose expenses the **Named Insured** wants covered under this Data Compromise Coverage. The **Company** will not unreasonably withhold such approval.
2. Prior to the Pre-Notification Consultation described in **Section VII. ADDITIONAL CONDITIONS, Part E. Pre-Notification Consultation**, the **Named Insured** must come to an agreement with the **Company** regarding the service provider(s) to be used for the notification to **Affected Individuals** and services to **Affected Individuals**. The **Company** will suggest a service provider. If the **Named Insured** prefers to use an alternate service provider, the **Company's** coverage is subject to the following limitations:
 - a. Such alternate service provider must be approved by the **Company**;
 - b. Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider the **Company** had suggested; and
 - c. The **Company's** payment for services provided by any alternate service provider will not exceed the amount that the **Company** would have paid using the service provider the **Company** had suggested.

G. Services

The following conditions apply as respects any service provided to the **Named Insured** or any **Affected Individuals** by the **Company**, the **Company's** designees or any service provider paid for in whole or in part under this Data Compromise Coverage endorsement:

1. The effectiveness of such services depends on the **Named Insured's** cooperation and assistance.
2. All services may not be available or applicable to all individuals. For example, **Affected Individuals** who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. The **Company** does not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
4. The **Named Insured** will have a direct relationship with the service providers paid for in whole or in part under this coverage. Those providers work for the **Named Insured**.

VIII. DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

- A. **Affected Individual(s)** means any person who is the **Named Insured's** current, former or prospective customer, client, member, owner, director or employee and whose **Personally Identifying Information** or **Personally Sensitive Information** is lost, stolen, accidentally released or accidentally published by a **Personal Data Compromise** covered under this endorsement. This definition is subject to the following provisions:
 1. **Affected Individual** does not include any business, organization or other entity. Only an individual person may be an **Affected Individual**.

2. An **Affected Individual** must have a direct relationship with the **Named Insured's** interests as a **Named Insured** under this Policy. The following are examples of individuals who would not meet this requirement:
 - a. If the **Named Insured** aggregates or sells information about individuals as part of the **Insured's** business, the individuals about whom the **Named Insured** keeps such information do not qualify as **Affected Individuals**. However, specific individuals may qualify as **Affected Individuals** for another reason, such as if they are an employee of the **Named Insured**.
 - b. If the **Named Insured** stores, processes, transmits or transports records, the individuals whose **Personally Identifying Information** or **Personally Sensitive Information** the **Named Insured** is storing, processing, transmitting or transporting for another entity do not qualify as **Affected Individuals**. However, specific individuals may qualify as **Affected Individuals** for another reason, such as if they are an employee of the **Named Insured**.
 - c. The **Named Insured** may have operations or interests that are not insured under this Policy. Individuals who have a relationship with the **Named Insured** through such other operations or interests do not qualify as **Affected Individuals**. However, specific individuals may qualify as **Affected Individuals** for another reason, such as if they are an employee of the operation insured under this Policy.
 3. An **Affected Individual** may reside anywhere in the world.
- B. Data Compromise Defense Costs** means expenses resulting solely from the investigation, defense and appeal of any **Data Compromise Demand** against the **Named Insured**. Such expenses must be reasonable and necessary. They will be incurred by the **Company**. They do not include the salaries or benefits or loss of earnings of the **Named Insured** or any employee, director or officer of the **Named Insured**. They do include premiums for any appeal bond, attachment bond or similar bond, but the **Company** does not have any obligation to apply for or furnish any such bond.
- C. Data Compromise Demand**
1. **Data Compromise Demand** means a civil proceeding brought against the **Named Insured** in which damages to one or more **Affected Individuals** or the violation of a governmental statute or regulation arising from a **Personal Data Compromise**. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. **Data Compromise Demand** includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the **Named Insured** must submit, or submits with the **Company's** consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Named Insured** submits with the **Company's** consent; or
 - c. A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
 2. **Data Compromise Demand** does not include any demand or action brought by or on behalf of someone who is:
 - a. The **Named Insured's** director or officer;
 - b. The **Named Insured's** owner or part-owner; or
 - c. A holder of the **Named Insured's** securities;In their capacity as such, whether directly, derivatively, or by class action, except **Data Compromise Demand** will include proceedings brought by such individuals in their capacity as **Affected Individuals** to the extent that the damages claimed are the same as would apply to any other **Affected Individual**.

3. **Data Compromise Demand** does not include any demand or action brought by any party that is not an **Affected Individual** or which is brought by a governmental entity on behalf of one or more **Affected Individuals**.

D. Data Compromise Indemnity Costs

1. **Data Compromise Indemnity Costs** means the following when they arise from a **Data Compromise Demand**:

- a. Damages, judgments or settlements incurred by or paid to **Affected Individuals**;
- b. Attorney' fees and costs added to that part of any judgment paid by the **Company**, when such Attorney' fees and costs are awarded by law or court order; and
- c. Pre-judgment interest on that part of any judgment paid by the **Company**.

2. **Data Compromise Indemnity Costs** do not include:

- a. Damages, judgments or settlements incurred by or paid to anyone who is not an **Affected Individual** or to a governmental entity on behalf of one or more **Affected Individuals**;
- b. Civil or criminal fines or penalties imposed by law;
- c. Punitive or exemplary damages;
- d. The multiplied portion or multiplied damages;
- e. Taxes; or
- f. Matters which may be deemed uninsurable under the applicable law.

- E. Identity Theft** means fraudulent use of **Personally Identifying Information**. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

Identity Theft does not include the fraudulent use of a business name, doing business as or any other method of identifying a business activity.

- F. Malware-Related Compromise** means a **Personal Data Compromise** that is caused, enabled or abetted by a virus or other malicious code that, at the time of the **Personal Data Compromise**, is named and recognized by the Cert® Coordination Center, McAfee®, Secunia, Symantec or other comparable third-party monitors of malicious code activity.

- G. Personal Data Compromise** means the loss, theft, accidental release or accidental publication of **Personally Identifying Information** or **Personally Sensitive Information** as respects one or more **Affected Individuals**. If the loss, theft, accidental release or accidental publication involves **Personally Identifying Information**, such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information.

This definition is subject to the following provisions:

1. At the time of the loss, theft, accidental release or accidental publication, the **Personally Identifying Information** or **Personally Sensitive Information** need not be at the **Named Insured's** premises but must be in the direct care, custody or control of:
 - a. The **Named Insured** or the **Named Insured's** employees, directors or officers; or
 - b. A professional services provider with whom the **Named Insured** has a direct relationship and to which the **Named Insured** (or an **Affected Individual** at the **Named Insured's** direction) has turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
2. **Personal Data Compromise** includes disposal or abandonment of **Personally Identifying Information** or **Personally Sensitive Information** without appropriate safeguards such as shredding or destruction, subject to the following provisions:

- a. The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
 - b. Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage endorsement is effective.
3. **Personal Data Compromise** includes situations where there is a reasonable cause to suspect that such **Personally Identifying Information** or **Personally Sensitive Information** has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
4. All incidents or **Personal Data Compromise** that are discovered at the same time or arise from the same cause will be considered one **Personal Data Compromise**.
- H. **Personally Identifying Information** means information, including health information that could be used to commit fraud or other illegal activity involving the credit, access to health care or the identity of an **Affected Individual**. This includes, but is not limited to, Social Security numbers or account numbers.
- Personally Identifying Information** does not mean or include information that is otherwise available to the public, such as names and addresses.
- I. **Personally Sensitive Information** means private information specific to an individual the release of which requires notification of **Affected Individuals** under any applicable law.
- Personally Sensitive Information** does not mean or include **Personally Identifying Information**.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL003461
Insured Name: Beyond The Words, Inc
Number: 8

VP 08 55 05 17

Effective Date: 04/29/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD PARTY DISCRIMINATION CARVEBACK

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Section IV. EXCLUSIONS, P. Third Party Discrimination and Sexual Harassment, paragraph 2., is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.