

BROAD FORM COMPANY LIABILITY INSURING AGREEMENT COMPANY COVERAGE

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insured** agree that coverage will be provided subject to all of the terms, conditions and limitations of this Insuring Agreement, as follows:

1. The attached **Policy** is amended by adding the following Insuring Agreement:

BROAD FORM COMPANY LIABILITY INSURING AGREEMENT

The **Insurer** will pay on behalf of the **Company**, **Loss** resulting from **Claims** first made during the **Policy Period** or Extended Reporting Period against the **Company** for allegations involving or relating to:

- (1) **Lending Services**;
- (2) **Professional Services**, including but not limited to **Brokerage/Advisory Services** and **Insurance Services**;
- (3) the **Company** while acting solely in the capacity as administrator, custodian, or trustee under any individual retirement account (IRA) or H.R. 10 Plan (Keogh Plan) outside of the scope of any Trust Department or Trust **Subsidiary** of the **Company**; or
- (4) other causes of action

for which the **Company** is legally obligated to pay for **Wrongful Acts**. In the event that a **Claim** is covered under this Insuring Agreement, the **Insurer** shall not be liable for payment of **Loss** in connection with such **Claim** under any other Insuring Agreement.

2. For the purpose of the coverage afforded by this Insuring Agreement, all of the terms and conditions set forth in the **Policy** and any amendments thereto shall apply except:

- A. Section II, entitled "Additional Coverages", is deleted in its entirety.
- B. All of the definitions set forth in Section IV, entitled "Definitions", shall apply and the following are added:

Lending Services means services involving or relating to an extension of credit, an agreement or refusal to extend credit, **Loan Servicing**, or the collection, restructuring, repossession, or foreclosure of any extension of credit by the **Company**.

Professional Services means only those services performed or required to be performed by an **Insured** for or on behalf of a customer of the **Company**:

- (1) for a fee, commission, other monetary compensation, or other remuneration which inures the benefit of the **Insured**; or
- (2) where a fee, commission or other monetary compensation would usually be received by the **Insured** but for business or other reasons is waived by the **Insured**.

- C. All of the exclusions set forth in Section V of the **Policy**, entitled "Exclusions Applicable to all Insuring Agreements", shall apply except the Bodily/Personal Injury and Property Damage Exclusion, which is deleted and replaced as follows:

Bodily/Personal Injury and Property Damage Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** for actual or alleged bodily injury (other than emotional distress or mental anguish), sickness, disease, or death of any person, damage to or destruction of any tangible or intangible property including loss of use thereof, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, abuse of process, assault, battery, loss of consortium, invasion of privacy, defamation, false light, libel, or slander. .

- D. Section V, entitled "Exclusions Applicable to all Insuring Agreements", is further amended to add the following:

Bonding/Insurance Company Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** that is brought directly or indirectly by or for the benefit of any insurance carrier or bond carrier of the **Company**, or any affiliate of the **Company**, regardless in whose name such **Claim** is actually made.

Intellectual Property Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** arising out of or in any way involving any actual or alleged right under the law of intellectual property, whether founded in state or federal law, and including but not limited to infringement of trademark, copyright, patent, trade name, trade dress, trade secret, trademark, service mark, service name, or the actual or alleged misappropriation or conversion of expression, ideas, processes, or uses.

Legal Lending Limit Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** arising out of or in any way involving any extension of credit which was, at the time of its making, in excess of 110% of the legal lending limit of the **Company**.

Mechanical Malfunction Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** arising out of or in any way involving the mechanical or electronic failure, breakdown or malfunction of any machine or system of machines.

Notary Services Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** arising out of or in any way involving the notarization or certification of a signature of a person unless that person or someone claiming to be that person physically appeared before the **Insured** at the time of notarization or certification.

Safe Deposit Operation Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** arising out of or in any way involving safe deposit box operations of the **Company**.

Securities Liability Exclusion - The **Insurer** shall not be liable to make any payment for **Loss** in connection with, arising out of, or in any way involving **Securities Claims**.

3. This Insuring Agreement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the **Policy** other than as above stated.