



The Solution
General Terms and Conditions Declarations

QBE Insurance Corporation
55 Water Street, New York, NY 10041

Home Office: co C/T Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101

THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

Item 1: Parent Company: Camp Sugar, Inc.
Mailing Address: c/o GTBA

Item 2: Policy Period
From: March 06, 2020 To: March 06, 2021
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: Limit of Liability
\$2,000,000 Combined Maximum Aggregate Limit of Liability for Liability Coverage Parts

Item 4: Coverage Parts: Errors & Omissions Liability

Item 5:	A. Notice to Insurer of a Claim or circumstance:	B. All Other Notices to Insurer:
	QBE Insurance Corporation Attn: The Claims Manager 55 Water Street New York, NY 10041 1-877-772-6771 professional.liability.claims@us.qbe.com	QBE Insurance Corporation Attn: Underwriting 55 Water Street New York, NY 10041 1-877-772-6771 mlpladmin@us.qbe.com

Item 6: Extended Reporting Period
Premium: 100% of annual premium
Length: 1 year

Item 7: Premium \$

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Russell Johnston
President

Jose Ramon Gonzalez Jr.
Secretary

March 17, 2020
Date



In consideration of the payment of the premium, the Insurer and the **Insureds** agree as follows:

I. PREAMBLE

The insurance coverages offered in this Policy are part of a portfolio of insurance coverages, consisting of this General Terms and Conditions ("GTC") and any individual **Liability Coverage Parts** and **Non-Liability Coverage Parts** purchased, as stated in Item 4 of the Declarations of this GTC. The type of coverage provided by each of the **Liability Coverage Parts** and **Non-Liability Coverage Parts** are identified in each particular Coverage Part. Unless expressly stated to the contrary, the terms, conditions and limitations in this GTC apply to the entire Policy, whereas the terms, conditions and limitations of each individual Coverage Part only apply to that particular Coverage Part. In the event of a conflict between any terms, conditions or limitations of the GTC and any terms, conditions and limitations of any individual Coverage Part, the terms, conditions and limitations of the individual Coverage Part shall control.

II. EXCLUSIONS

No coverage shall be provided under any **Liability Coverage Part** for **Loss** on account of that portion of a **Claim**:

- A. Bodily Injury/Property Damage - for bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is damaged or destroyed;
- B. Conduct - based upon, arising out of or resulting from any deliberate fraud, deliberate criminal act or deliberate violation of any statute or regulation, or any illegal profit or remuneration, by an **Insured**, established by a final, non-appealable adjudication adverse to such **Insured** in any underlying action, and the Insurer shall not utilize a declaratory action or proceeding brought by or against the Insurer to establish such final, non-appealable adjudication;
- C. ERISA - for any violation of the responsibilities, obligations or duties imposed by **ERISA** or for any functions identified in **ERISA** Section 3(21)(A) as not being the functions of a fiduciary, and commonly referred to as "settlor" functions;
- D. Pending or Prior Proceedings - based upon, arising out of or resulting from an action, proceeding or **Claim** commenced against an **Insured** pending on or prior to the Pending or Prior Proceedings Date stated in the Declarations of each applicable **Liability Coverage Part**;
- E. Pollution - based upon, arising out of or resulting from any:
 - 1. discharge, emission, release, dispersal or escape of any **Pollutants** or any threat thereof;
 - 2. treatment, removal or disposal of any **Pollutants**; or
 - 3. regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**,including any **Claim** for financial loss to a **Company**, its securityholders or its creditors based upon, arising from or in consequence of any matter described in paragraphs 1, 2, or 3 above;
- F. Prior Notice - based upon, arising out of or resulting from any claim reported, or any circumstance reported and accepted, under the insurance policy (including any policies of which such policy is a renewal policy) replaced by this Policy; and
- G. Wage and Hour - based upon, arising out of or resulting from any violation of the responsibilities, obligations or duties imposed by any law governing wage, hour or payroll, including the Fair Labor Standards Act;

Exclusions D and F above shall not apply where this Policy is a renewal of a policy issued by the Insurer to the **Parent Company**.

With respect to all Policy exclusions, no conduct or knowledge of any **Insured** shall be imputed to any other **Insured Person**, and solely with respect to Exclusion B, only the conduct or knowledge of any past, present or future chief executive officer or chief financial officer of a **Company** shall be imputed to such **Company** and its **Subsidiaries**.

III. RETENTION OR DEDUCTIBLE

- A. Any Retention or Deductible applicable to any Coverage Part shall apply as set forth in each Coverage Part and in the amount(s) stated in the Declarations of each Coverage Part. If different parts of a single **Claim** are

subject to different Retentions or Deductibles, then the total amount of **Loss** applied to the applicable Retentions or Deductibles shall not exceed the largest applicable Retention or Deductible.

- B. No Retention shall apply to any **Loss** for which an **Insured Person** is not indemnified by a **Company** because of such **Company's Financial Impairment**.

IV. LIMIT OF LIABILITY

- A. The Combined Maximum Aggregate Limit of Liability, stated in Item 3 of the Declarations of this GTC, represents the maximum amount payable under all **Liability Coverage Parts** during the **Policy Period** for all **Liability Coverage Parts** combined.
- B. The Limit of Liability, stated in Item 2 of the Declarations of each **Liability Coverage Part**, represents the maximum amount payable under each **Liability Coverage Part** during the **Policy Period** for any one **Claim** and in the aggregate as set forth in each such **Liability Coverage Part**.
- C. **Defense Costs** are part of, and not in addition to, the Limit of Liability of each **Liability Coverage Part**.
- D. The remaining portion of each of the limits of liability described above shall be the limits of liability available during any Extended Reporting Period applicable to any Coverage Part.

V. REPORTING

- A. Notice of any **Claim** under any **Liability Coverage Part** is considered timely when reported to the Insurer as soon as practicable after the **Parent Company's** chief executive officer or chief financial officer first becomes aware of such **Claim**. The Insurer shall not assert that notice of a **Claim** was untimely unless the Insurer is materially prejudiced by the untimely notice. However, in no event shall any notice be provided later than:
1. if the applicable **Liability Coverage Part** expires (or is otherwise terminated) without being renewed with the Insurer, 60 days after the effective date of such expiration or termination; or
 2. the expiration date of the Extended Reporting Period, if applicable.
- B. Notice requirements involving any **Non-Liability Coverage Part** shall be in accordance with the reporting requirements set forth in such **Non-Liability Coverage Part**.
- C. Notice of any circumstance which could give rise to a **Claim** under any **Liability Coverage Part** is optional. If an **Insured** elects to report any circumstance which could give rise to a **Claim**:
1. such notice shall include information regarding the nature of any **Wrongful Acts** or alleged or potential damages and the names of any actual or potential defendants; and
 2. any **Claim** that may subsequently arise out of a reported circumstance shall be deemed to have been first made during the **Policy Period** in which such circumstance was first reported.

VI. DEFENSE AND SETTLEMENT

- A. With respect to any **Claim** under any **Liability Coverage Part**, the Insurer shall have the right and duty to defend any **Claim**, unless otherwise specifically stated in a particular **Liability Coverage Part**. The Insurer shall have such right and duty to defend even if any of the allegations in such **Claim** are groundless, false or fraudulent. Any such duty to defend shall cease upon exhaustion of the applicable Limit of Liability.
- B. With respect to any **Claim** under any **Liability Coverage Part**:
1. the **Insured** shall:
 - (a) not agree to any settlement, stipulate to any judgment, incur any **Defense Costs**, admit any liability or assume any contractual obligation, without the Insurer's prior written consent, provided that, unless otherwise stated in a particular **Liability Coverage Part**, the **Insured** may settle any **Claim**, without the Insurer's prior written consent, where the amount of such settlement, including **Defense Costs**, does not exceed the applicable Retention or Deductible;
 - (b) not do anything that could prejudice the Insurer's position or its potential or actual rights of recovery; and
 - (c) agree to provide the Insurer with all information, assistance and cooperation which the Insurer may reasonably require,provided that the failure of any **Insured** to comply with any of the requirements in paragraphs (a) - (c) above, shall not impair the rights of any **Insured Person** under this Policy; and
 2. the Insurer:

- (a) may make any investigation it deems reasonably necessary and may, with the consent of the **Insureds**, make any settlement of any **Claim** it deems appropriate; and
- (b) shall not be liable for any such settlement, stipulation, incurred **Defense Costs**, admission or assumed obligation to which it has not given its prior written consent, and the Insurer shall not unreasonably withhold such consent.

VII. ALLOCATION

If in any **Claim**, the **Insureds** who are afforded coverage for a **Claim** incur **Loss** that is covered by this Policy and loss that is not covered by this Policy because such **Claim** includes both covered and uncovered matters, 100% of **Defense Costs** incurred by such **Insured** shall be covered **Loss**, and all loss other than **Defense Costs** shall be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

VIII. TREATMENT OF RELATED CLAIMS

All **Related Claims** shall be deemed a single **Claim** first made during the policy period in which the earliest of such **Related Claims** was either first made or deemed to have been first made in accordance with Section V. REPORTING above.

IX. SUBROGATION

- A. In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery, and the **Insureds** shall take all reasonable actions to secure and preserve the Insurer's subrogation rights.
- B. In no event shall the Insurer exercise any subrogation right against an **Insured Person**. In any subrogation action against a **Company**, it is agreed that each **Company** agrees to fulfill any indemnification obligations to the fullest extent permitted by law and any contract or agreement providing an indemnification obligation exceeding any such law.
- C. If the Insurer recovers, either through subrogation or recoupment, any portion of an amount paid under this Policy, the Insurer shall reinstate the applicable limit of liability with any amounts recovered up to such amount paid, less any costs incurred by the Insurer in its recovery efforts.

X. EXTENDED REPORTING PERIOD

With respect to all **Liability Coverage Parts**:

- A. If this Policy does not renew, or terminates other than for non-payment of premium, the **Insureds** shall have the right to purchase an ERP for the premium and time period stated in Item 6 of the Declarations. In the event of the non-renewal or termination of one or more **Liability Coverage Parts** of this Policy, the **Insureds** may purchase an ERP solely as respects the **Liability Coverage Part(s)** that has been non-renewed or terminated.
- B. The right to an ERP shall lapse unless written notice of election to purchase such ERP, together with payment of the specified premium, is received by the Insurer within 30 days after the effective date of non-renewal or termination of the Policy. In the event the **Parent Company** elects not to purchase an ERP and an individual **Insured** or group of **Insureds** elects to purchase such ERP, such ERP shall only apply to **Claims** against such **Insured** or group of **Insureds**.
- C. The premium for the ERP shall be deemed fully earned at the inception of the ERP.
- D. Any ERP purchased shall become part of the **Policy Period**, extending such **Policy Period** to the expiration of the time period stated in Item 6 of the Declarations, but only with respect to **Loss** on account of a **Claim** for a **Wrongful Act** taking place before the effective date of non-renewal or termination.

XI. CHANGES IN EXPOSURE

- A. New Companies and Old Companies

This Policy's treatment of **Subsidiaries** shall be as stated below and as supplemented by any individual Coverage Part.

Any **Insured** of a **Subsidiary**:

- 1. acquired before or during the **Policy Period** is eligible for coverage under any:
 - (a) **Liability Coverage Part**, but only for **Loss** on account of a **Claim** for a **Wrongful Act** which occurs after the date of such acquisition; and

- (b) **Non-Liability Coverage Part**, but only after the effective date of such acquisition, and with respect to the Crime Coverage Part, subject to Section VIII. Other Insurance of such Coverage Part.
- 2. ceasing to be a **Subsidiary** before or during the **Policy Period** is eligible for coverage under any:
 - (a) **Liability Coverage Part**, but only for **Loss** on account of a **Claim** for a **Wrongful Act** which occurs while such entity was a **Subsidiary**; and
 - (b) **Non-Liability Coverage Part**, as provided in such **Non-Liability Coverage Part**, but such **Subsidiary** and its **Insureds** shall cease to be **Insureds** under such **Non-Liability Coverage Part** as of the date of such cessation.

B. Acquisition of the Parent Company

In the event of a **Change in Control** of the **Parent Company** during the **Policy Period**:

- 1. any **Liability Coverage Part** shall remain in force until the expiration of the **Policy Period**, but only for any **Claim** for a **Wrongful Act** which occurs prior to such acquisition;
- 2. the entire premium for this Policy shall be deemed fully earned as of the effective date of such **Change in Control**; and
- 3. the **Parent Company** shall be entitled to receive a quote for an extension of the **Liability Coverage Parts** ("Run-Off Coverage") solely for **Claims** for **Wrongful Acts** which occurred prior to a **Change in Control**. Coverage offered pursuant to such quote shall be subject to additional or different terms and conditions and payment of additional premium. Any Run-Off Coverage purchased shall replace any Extended Reporting Period provided under Section X. EXTENDED REPORTING PERIOD.

XII. NOTICE

- A. All notices to the Insurer under this Policy of any event, loss, **Claim** or circumstances which could give rise to a **Claim** shall be given in writing to the address listed in Item 5A of the Declarations, and any such notice shall be deemed notice under the Policy in its entirety.
- B. All other notices to the Insurer under this Policy shall be given in writing to the address listed in Item 5B of the Declarations.
- C. Any notice under this Policy shall be effective on the date of mailing or receipt by the Insurer, whichever is earlier.

XIII. TERMINATION OF POLICY

This Policy shall terminate at the earliest of:

- A. 20 days after receipt by the **Parent Company** of written notice from the Insurer of termination for non-payment of premium;
- B. expiration of the **Policy Period**; or
- C. surrender of the Policy to the Insurer by the **Parent Company** or notice to the Insurer by the **Parent Company** stating when such cancellation will take effect, and in either case any returned premium shall be computed on a pro rata basis.

XIV. REPRESENTATIONS, SEVERABILITY AND NON-RESCINDABLE COVERAGE

- A. In issuing this Policy, the Insurer has relied upon the information and representations in the **Application** as being true and accurate, and the **Application** is the basis for, and considered incorporated into, this Policy.
- B. The **Application** shall be construed as a separate request for coverage by each **Insured**, without any knowledge possessed by an **Insured** being imputed to any other **Insured Person**.
- C. If the **Application** contains any misrepresentation made with the actual intent to deceive or which, for reasons other than simple negligence or oversight, materially affect the Insurer's acceptance of the risk or the hazard assumed, the Insurer shall not be liable for **Loss** on account of any **Claim** based upon, arising out of or resulting from either of such misrepresentations:
 - 1. with respect to any **Insured Person** who had actual knowledge of any misrepresentation described in paragraph C above, and the Insurer can demonstrate that with such actual knowledge, such **Insured Person** reasonably believed that a **Claim** would arise from such misrepresentation;
 - 2. with respect to any **Company**, if the **Insured Person** described in paragraph 1 above is a past or present chief executive officer or chief financial officer of the **Parent Company**.

D. The Insurer shall not be entitled under any circumstances to void or rescind this Policy with respect to any **Insured**.

XV. EFFECT OF BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of its obligations nor deprive the Insurer of its rights or defenses under this Policy.

XVI. WORLDWIDE TERRITORY

This Policy shall apply anywhere in the world, and any reference to laws, however described, shall include all U.S. federal, state and local statutory laws, all amendments to and rules and regulations promulgated under any such laws, common law, and any equivalent body of law anywhere in the world, unless specifically stated to the contrary.

XVII. ROLE OF THE PARENT COMPANY

The **Parent Company** shall act on behalf of each **Insured** with respect to paying premiums, receiving any return premiums, agreeing to endorsements to this Policy and the giving or receiving of any notice provided for in this Policy (except notices of a **Claim** or circumstance which could give rise to a **Claim** or notice to apply for an ERP).

XVIII. VALUATION AND FOREIGN CURRENCY

All premiums, limits, retentions, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the exchange rate published in The Wall Street Journal on the date the element of **Loss** is due.

XIX. ALTERATION, ASSIGNMENT AND HEADINGS

- A. Any change in or modification of this Policy or assignment of interest under this Policy must be agreed to in writing by the Insurer.
- B. The descriptions and headings and sub-headings of this Policy are solely for convenience, and form no part of the terms, conditions and limitations of coverage.

XX. ESTATES, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, SPOUSES AND DOMESTIC PARTNERS

With respect to any **Liability Coverage Part**, **Insured Person** shall include:

- A. the estate, heirs, legal representatives or assigns of any **Executive**, if such **Executive** is deceased, legally incompetent, insolvent or bankrupt; and
- B. the lawful spouse or domestic partner of any **Executive** solely by reason of such spouse's or domestic partner's: 1. status as such; or 2. ownership interest in property which a claimant seeks as recovery for an alleged **Wrongful Act** of such **Executive**,

provided that no coverage shall apply with respect to loss arising from an act, error or omission by any estate, heir, legal representative, assign, spouse or domestic partner of an **Insured Person**.

XXI. TRADE SANCTIONS

This insurance coverage does not apply to the extent that trade or economic sanctions of any country prohibit the insurer or any member of the insurer's group from providing insurance coverage.

XXII. GLOSSARY

The following terms shall have the meaning ascribed to such terms in each applicable Coverage Part: **Claim**, **Defense Costs**, **Insured**, **Insured Person**, **Loss** and **Wrongful Act**.

- A. **Application** means where provided to the Insurer, the application and any accompanying documentation submitted to the Insurer for this Policy or any documentation submitted to the Insurer in connection with the underwriting of this Policy.
- B. **Change in Control** means:
 - 1. the **Parent Company's** merger with, or acquisition by, another entity or the acquisition of all or substantially all of its assets by another entity, such that the **Parent Company** is not the surviving entity; or
 - 2. when a person or entity or group of persons or entities acting in concert, acquires securities or voting rights which result in ownership or voting control by such person(s) or entity(ies) of more than 50% of the outstanding securities or voting rights representing the present right to vote for or appoint directors or **Managers** of the **Parent Company**.

- C. **Company** means the **Parent Company** and any **Subsidiary**, any foundation, political action committee or charitable trust controlled or sponsored by the **Parent Company** or any **Subsidiary**, and the **Parent Company** or any **Subsidiary** in its capacity as a debtor in possession under United States bankruptcy law.
- D. **Employee** means any natural person whose labor or service was, is or will be engaged and directed by a **Company**, including a part-time, seasonal, leased and temporary employee, intern or volunteer. **Employee** does not include an independent contractor.
- E. **ERISA** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).
- F. **Executive** means any natural person who was, now is or shall become:
 - 1. a duly elected or appointed director, officer, **Manager**, trustee, regent, governor, risk manager, comptroller or in-house general counsel of any **Company** organized in the United States of America, or in a functionally equivalent or comparable role to any of the foregoing; or
 - 2. a holder of a functionally equivalent position or comparable role to those described in paragraph 1 above in a **Company** that is organized in a jurisdiction other than the United States of America, including any position on an advisory board or committee.
- G. **Extradition** means any formal process by which an **Insured** located in any country is or is sought to be surrendered to any other country for trial or otherwise to answer any criminal accusation, including the execution of an arrest warrant where such execution is an element of such process.
- H. **Financial Impairment** means the status of a **Company** resulting from: 1. the appointment by a state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate such **Company**; or 2. such **Company** becoming a debtor in possession under United States bankruptcy law.
- I. **Liability Coverage Part** means any Coverage Part identified in this Policy as a "Liability Coverage Part" within the heading to such Coverage Part or providing third party liability coverage in such Coverage Part.
- J. **Manager** means any natural person, who was, now is, or shall become, a manager, member of the Board of Managers or equivalent executive of a **Company** that is a limited liability company.
- K. **Non-Liability Coverage Part** means any Coverage Part or insuring clause in this Policy that does not provide any third party liability coverage.
- L. **Parent Company** means the entity named in Item 1 of the Declarations.
- M. **Policy Period** means the period of time stated in Item 2 of the Declarations of this GTC (subject to any termination in accordance with Section XIII. TERMINATION OF POLICY) and the ERP, if applicable.
- N. **Pollutants** means any solid, liquid, gaseous or thermal irritants or contaminants, including smoke, soot, vapor, fumes, acids, chemicals, alkalis, asbestos, asbestos products or waste. Waste includes materials to be reconditioned, recycled or reclaimed.
- O. **Related Claims** means all **Claims** based upon, arising out of or resulting from the same or related, or having a common nexus of, facts, circumstances or **Wrongful Acts**.
- P. **Subsidiary** means:
 - 1. any entity while more than 50% of the outstanding securities or other equity ownership, representing the present right to vote for election of, or to appoint, directors, **Managers**, or the foreign equivalent of any such directors or **Managers** of such entity, are owned or controlled by the **Parent Company** directly or indirectly through one or more **Subsidiaries**; or
 - 2. any entity while the **Parent Company** has the right, pursuant to either written contract or the bylaws, charter, operating agreement or similar documents of a **Company**, to elect or appoint a majority of the Board of Directors of a corporation or **Managers**.

***The Solution* for Errors and Omissions Liability
Coverage Part Declarations**

QBE Insurance Corporation
55 Water Street, New York, NY 10041

Home Office: co C/T Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101

CERTAIN COVERAGE SUB-PARTS PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

Item 1: Parent Company: Camp Sugar, Inc.

Item 2: Limits of Liability, Retentions and Retroactive Dates:

Coverage Sub-Part	Limit of Liability		Retention		Retroactive Date
A. Miscellaneous Professional Services	N/A N/A	any one Claim in the aggregate	N/A	per Claim	N/A
B. Technology	N/A N/A	any one Claim in the aggregate	N/A	per Claim	N/A
C. Media Claims Made	\$2,000,000 \$2,000,000	any one Claim in the aggregate	\$10,000	per Claim	N/A
D. Media Occurrence	N/A N/A	any one Claim in the aggregate	N/A	per Claim	N/A

Item 3: Errors and Omissions Combined Aggregate Limit of Liability: \$2,000,000

Item 4: Pending or Prior Proceedings Date: March 06, 2019



The Solution for Errors and Omissions Liability Coverage Part

In consideration of the payment of the premium and subject to the General Terms and Conditions, the Insurer and the **Insureds** agree as follows:

I. INSURING CLAUSE

The Insurer shall pay, on behalf of an **Insured**, **Loss** on account of a **Claim** first made during the **Policy Period**.

II. EXCLUSIONS

In addition to the Exclusions set forth in Section II. EXCLUSIONS of the GTC, no coverage shall be provided under this Coverage Part for **Loss** on account of that portion of a **Claim**:

- A. Antitrust - based upon, arising out of or resulting from anti-trust, price fixing or discrimination, restraint of trade, monopolization, unfair trade practices or predatory pricing;
- B. Contract - for any liability in connection with any contract, agreement, warranty or guarantee to which an **Insured** is a party, provided that this Exclusion B shall not apply to **Loss** to the extent that such **Insured** would have been liable for such **Loss** in the absence of such contract, agreement, warranty or guarantee;
- C. Electronic Funds Transfer - based upon, arising out of or resulting from the transfer of any fund, money or security;
- D. Employment Practices - based upon, arising out of or resulting from any employment-related **Wrongful Act**;
- E. False Advertising - based upon, arising out of or resulting from intentionally false or deceptive advertising;
- F. Games of Chance - based upon, arising out of or resulting from any gambling, contest, lottery, sweepstake, coupon, promotional game, or other game of chance, including any redemption in connection therewith;
- G. Government and Licensing - based upon, arising out of or resulting from any action brought by or on behalf of the Federal Trade Commission ("FTC"), the Federal Communications Commission ("FCC"), the Securities and Exchange Commission ("SEC") or any other federal, state or local government agency, or The American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), The Recording Industry Association of America ("RIAA"), The Society of European Stage Authors and Composers ("SESAC") or other licensing or rights organizations, in any such organization's regulatory, quasi-regulatory, or official capacity, function or duty;
- H. Infrastructure Failure - based upon, arising out of or resulting from any electrical or mechanical failure or interruption, including any electrical disturbance, surge, spike, brownout or blackout, and any outage to gas, water, telephone, cable, satellite, telecommunications or other infrastructure;
- I. Insured v. Insured - brought by, or on behalf of:
 - 1. an **Insured**, in any capacity, against any other **Insured**; or
 - 2. any entity: (a) that is either controlled, managed or operated, directly or indirectly, in whole or in part, by an **Insured**; or (b) in which an **Insured** possesses an ownership interest of at least 10%, where such entity is a publicly traded company, or 30% where such entity is a privately held company;
- J. Intellectual Property - based upon, arising out of or resulting from any infringement of copyright, patent, trademark, trade dress, trade name or service mark or any misappropriation of ideas, trade secrets or other intellectual property rights;
- K. Prior Knowledge - based upon, arising out of or resulting from any **Wrongful Act** committed prior to the **First Inception Date**, if, on or before such date, any **Insured** knew or could reasonably have foreseen that such **Wrongful Act** would result in a **Claim**; and
- L. Privacy and Network Security Events - based upon, arising out of or resulting from a **Network Security Event** or **Privacy Event**.

With respect to this Coverage Part, Exclusion E. Pollution of Section II. EXCLUSIONS of the GTC includes **Biological Agents** in addition to **Pollutants**.

III. LIMIT OF LIABILITY

The Errors and Omissions Combined Aggregate Limit of Liability stated in Item 3 of the Declarations of this Coverage Part represents the maximum amount payable for all **Loss** under this Coverage Part during the **Policy Period** for all Coverage Sub-Parts combined.

IV. OTHER INSURANCE

With the exception of insurance which is written specifically as excess of the Limit of Liability of this Coverage Part, this Coverage Part shall be excess of and shall not contribute with any valid and collectible insurance providing coverage for **Loss** for which this Coverage Part provides coverage, provided that any payment by an **Insured** of a retention or deductible under any such other insurance shall reduce the Retention under this Coverage Part by the amount of such payment which would otherwise have been **Loss** under this Coverage Part.

V. GLOSSARY

- A. **Biological Agent** means any bacteria, mildew, mold, fungi, spore or other micro-organisms or mycotoxins and any of their associated toxins or any virus or other pathogen (whether or not a micro-organism).
- B. **Claim** means any:
1. written demand for monetary or non-monetary (including injunctive) relief, including a demand for arbitration, mediation or waiving or tolling of a statute of limitations; and
 2. civil proceeding, evidenced by the service of a complaint or similar pleading;
- against an **Insured** for a **Wrongful Act**, including any appeal therefrom.
- The time when a **Claim** shall be deemed first made for the purposes of this Coverage Part shall be the date on which the **Claim** is first made against, served upon or received by the **Insured**.
- C. **Computer System** means computer software, middleware, firmware, hardware, applications, tools, programs, codes, scripts, websites, associated call centers, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment, storage area network, or other electronic data backup facilities:
1. leased, owned or operated by an **Insured**;
 2. operated for the benefit of an **Insured** by a **Service Provider**; or
 3. licensed to an **Insured**.
- D. **Corporate Information** means proprietary or confidential corporate information in any format that cannot be lawfully obtained or known by the general public, including customer lists, trade secrets and financial information that are provided to an **Insured** by a third party.
- E. **Defense Costs** means that part of **Loss** consisting of:
1. reasonable costs, charges, fees (including, attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of any **Insured**) incurred in investigating, defending, opposing or appealing any **Claim**; or
 2. the premium for appeal, attachment or similar bonds (but the Insurer shall be under no obligation to furnish any bond).
- F. **Electronic Data** means any data, text, sounds, images or similar matter, including **Corporate Information** and **Personal Information** that exists on a **Computer System**, and that is subject to scheduled back-up procedures and security protections.
- G. **First Inception Date** means the inception date of the first Errors and Omissions Liability Coverage Part and applicable Coverage Sub-Part issued to the **Parent Company** by the Insurer.
- H. **Independent Contractor** means any natural person working for a **Company** pursuant to a written contract or agreement between such natural person and the **Company** which specifies the terms of the **Company's** engagement of such natural person.
- I. **Insured** means any **Company** or **Insured Person**.
- J. **Insured Person** means any:
1. **Executive** or **Employee**; or
 2. **Independent Contractor**, but only if the **Company** agrees to indemnify the **Independent Contractor** in the same manner as an **Employee** for liability arising out of a **Claim**.
- K. **Loss** means the amount that an **Insured** becomes legally obligated to pay on account of any **Claim** including:
1. compensatory damages;
 2. judgments and settlements;
 3. pre and post-judgment interest;

4. **Defense Costs**; and

5. punitive, exemplary or multiplied damages, if and to the extent that any such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages.

In determining the most favorable jurisdiction as set forth in paragraph 5 above, due consideration shall be given to the jurisdiction with a substantial relationship to the relevant **Insureds**, to the **Company**, or to the **Claim** giving rise to such damages, and the Insurer shall not challenge any opinion of independent legal counsel (mutually agreed to by the Insurer and the **Insured**) that such damages are insurable under applicable law.

Loss does not include any portion of such amount that constitutes any:

- (a) amount not insurable under the law pursuant to which this Coverage Part is construed;
- (b) cost incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (c) liquidated damages, except to the extent that the amount of such damages is equal to the amount of **Loss** resulting from a **Wrongful Act**;
- (d) return of any fee, charge, commission, gain or other compensation paid to an **Insured**;
- (e) cost for an **Insured** to correct, re-perform or complete any **Professional Service**; or
- (f) tax, fine or penalty imposed by law.

- L. **Malicious Code** means the unauthorized corrupting of software, including but not limited to computer viruses, Trojan Horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs, that successfully corrupts or impairs a **Computer System**.
- M. **Network Security Event** means a breach of a **Computer System** that results in:
 - 1. the theft, corruption or deletion of **Electronic Data** from a **Computer System**;
 - 2. the **Unauthorized Access** to or **Unauthorized Use** of a **Computer System**;
 - 3. the denial of an authorized user's access to a **Computer System**, unless such denial of access is caused by a mechanical or electrical failure outside the control of the **Insured**; or
 - 4. the transmission of **Malicious Code** from a **Computer System**.
- N. **Personal Information** means any information not available to the general public from which an individual may be identified, including an individual's name, telephone number, social security number, medical or healthcare data or other protected health information, driver's license number or state identification number, account number(s), bank account number(s), financial account information, retirement account number(s), healthcare account number(s), employee identification number(s), home address, credit information, government identification number(s), credit card number(s), access code or password that would permit access to that individual's account.
- O. **Privacy Event** means: 1. the **Insured's** unintentional and unauthorized disclosure or loss of **Personal Information** or **Corporate Information** in the care, custody or control of any **Insured** or **Service Provider**; 2. unauthorized or surreptitious collection of **Personal Information** or **Corporate Information** by an **Insured** or the failure to provide adequate notice that such information is being collected; or 3. a violation of any **Privacy Regulation** or failure to comply with the **Insured's** own privacy policies.
- P. **Professional Services** means **Miscellaneous Professional Services**, **Technology Services**, **Technology Products** and **Media Activities**, all of which shall mean as described in the applicable Coverage Sub-Part.
- Q. **Retroactive Date** means the date, if any, stated in Item 2 of the Declarations of this Coverage Part.
- R. **Service Provider** means a business the **Insured** does not own, operate or control, but that an **Insured** hires for a fee pursuant to a written contract to perform services related to an **Insured's** business.
- S. **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person(s), or by an authorized person(s) in an unauthorized manner.
- T. **Unauthorized Use** means the use of a **Computer System** by an unauthorized person(s), or by an authorized person(s) in an unauthorized manner.
- U. **Wrongful Act** means as described in the applicable Coverage Sub-Part.



The Solution for Errors and Omissions - Media Claims Made Coverage Sub-Part

In consideration of the payment of the premium and subject to the General Terms and Conditions and the Errors and Omissions Liability Coverage Part, the Insurer and the **Insureds** agree as follows:

I. EXCLUSIONS

- A. In addition to the Exclusions set forth in Section II. EXCLUSIONS of the GTC and Section II. EXCLUSIONS of the Errors and Omissions Liability Coverage Part, no coverage shall be provided under this Coverage Sub-Part for **Loss** on account of that portion of a **Claim**:
1. Fee Dispute - based upon, arising out of or resulting from any:
 - (a) accounting or recovery of any fee, profit, royalty or other money made by or claimed due from an **Insured**; or
 - (b) any excessive or unwarranted fee, compensation, charge or expense actually or allegedly charged by an **Insured**; and
 2. Production and Recall Costs - for any production costs or the costs or expenses of any recall, reproduction, reprint, return or correction of any **Material**.
- B. With respect to this Coverage Sub-Part, the following exceptions shall apply to Section II. EXCLUSIONS of the Errors and Omissions Liability Coverage Part:
1. Exclusion B. Contract shall also not apply to any:
 - (a) breach of contract or promissory estoppel relating to any alleged agreement between an **Insured** and the source of any **Material** supplied to such **Insured** regarding the confidentiality to be afforded to such source or such **Material**, or the ownership or exercise of rights in any **Material** provided by such source;
 - (b) failure to provide proper credit or attribute authorship under any agreement to which the **Insured** is a party;
 - (c) misappropriation of ideas under an implied contract; or
 - (d) **Claim** based upon, arising out of or resulting from the submission of any dramatic, literary, musical or other similar material, or any breach of confidence or trust resulting from such submission;
 2. Exclusion D. Employment Practices shall not apply to any **Claim** disputing the ownership or exercise of rights in any **Material** provided by an **Employee**;
 3. Exclusion F. Games of Chance shall not apply to any **Claim** for **Wrongful Acts** described in paragraphs 1-6 of the definition of **Wrongful Act**;
 4. Exclusion I. Insured v. Insured shall not apply to this Coverage Sub-Part; and
 5. Exclusion J. Intellectual Property is replaced by the following:
 - J. Patent Infringement - based upon, arising out of or resulting from infringement of any patent or any false marking in violation of the United States Patent Act.
- C. With respect to this Coverage Sub-Part, the following exceptions shall apply to Section II. EXCLUSIONS of the GTC:
1. Exclusion A. Bodily Injury/Property Damage shall not apply to any **Claim** for: (a) mental anguish, emotional distress or humiliation; or (b) **Wrongful Acts** described in paragraph 7 of the definition of **Wrongful Act**; and
 2. Exclusion B. Conduct shall not apply to any conduct where a **Company's** legal counsel approved such conduct in advance based on a good faith determination that such conduct was protected by the First Amendment to the United States Constitution or other law providing such protection.

II. CONFIDENTIAL SOURCES AND OTHER MATERIAL

The **Insured's** rights under this Coverage Sub-Part shall not be prejudiced in any way by the **Insured's** refusal to:

- A. reveal the identity of a confidential source; or
- B. produce any reporter's notes or any document or information

obtained by the **Insured** in the course of **Media Activities**, if the **Insured's** refusal to reveal or produce is based on the assertion of reporter's privilege or any other applicable constitutional, statutory or common-law privilege relating to the protection of newsgathering activities.

III. RETRACTIONS AND CORRECTIONS

The **Insured** shall have the sole discretion to issue a retraction, correction or clarification to **Material** that is the subject of any **Claim** under this Policy.

IV. GLOSSARY

- A. **Indemnified Entity** means any entity a **Company** is required to indemnify because of such entity's contribution or involvement in **Media Activities**.
- B. **Indemnified Person** means any person a **Company** is required to indemnify because of such person's contribution or involvement in **Media Activities**.
- C. **Material** means the content of any communication, regardless of its nature or form or the medium by which such content is communicated.
- D. **Media Activities** means, solely with respect to the **Scheduled Media**, creating, preparing, producing, gathering, collecting, researching, serializing, broadcasting, disseminating, releasing, publishing, distributing, exhibiting, performing, printing or licensing of **Material**, or any **Material** created by or on behalf of an **Insured** to advertise, publicize, promote or sell the **Scheduled Media**, including any **Material** created by or on behalf of an **Insured** for any social media platform.
- E. **Scheduled Media** means: As Defined in the Library Acquisitions and Development Endorsement.
- F. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by an **Insured**, or by any other person or entity for which the **Insured** is legally liable, while engaging in **Media Activities** on or after the **Retroactive Date** and prior to the end of the **Policy Period**, including:
 - 1. infringement of copyright or infringement or dilution of trademark, trade dress, trade name, service mark, service name, title or slogan;
 - 2. violation of droit morale;
 - 3. plagiarism, piracy or misappropriation of ideas or trade secrets;
 - 4. defamation (including libel and slander), product disparagement or trade libel or any other tort related to disparagement or harm to character or reputation;
 - 5. wrongful entry, intrusion or eviction, trespass, eavesdropping, false arrest, imprisonment or detention, malicious use or abuse of process or malicious prosecution;
 - 6. invasion or infringement of or interference with any right of privacy, publicity or private occupancy, public disclosure of any private fact or commercial appropriation of any name, persona or likeness;
 - 7. negligence in connection with the content of **Material**;
 - 8. breach of agreement to maintain the confidentiality of an external source that supplies information or **Material** to an **Insured** in confidence; or
 - 9. breach of a license to use copyrighted or trademarked **Material**, but only:
 - (a) to the extent such use inadvertently exceeds the scope of the license with respect to the territory, duration or medium in which the **Material** may be used; and
 - (b) when alleged in conjunction with and based on the same factual allegations as a **Claim** involving any activity set forth in paragraphs 1 - 3 of this definition of **Wrongful Act**.

With respect to this Coverage Sub-Part, the definitions of **Defense Costs**, **Insured**, **Insured Person** and **Loss** in Section V. GLOSSARY of the Errors and Omissions Liability Coverage Part are amended as follows:

- 1. **Defense Costs** also means reasonable legal fees incurred to prosecute any copyright or trademark declaratory relief action, provided the Insurer's obligation to pay such fees will commence only after the **Insured's** receipt of a civil proceeding alleging copyright and trademark infringement that is otherwise covered by this Policy, and will continue only so long as such civil proceeding is continuously maintained against an **Insured**;
- 2. **Insured** includes an **Indemnified Entity**;
- 3. **Insured Person** includes an **Indemnified Person**; and
- 4. **Loss** also does not include:

- (a) the cost of any license fee or royalty or the cost incurred to perform any obligation assumed by, or on behalf of, or with the consent of any **Insured**; and
- (b) other than **Loss** in the form of **Defense Costs, Loss**:
 - (i) that represents the return of any fee, charge, commission, gain or other compensation paid to an **Insured**; or
 - (ii) incurred by the **Company** for the retraction of **Material**.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED COMPANY ENDORSEMENT

Name of Parent Company:	Camp Sugar, Inc.
Policy Number:	██████████
Endorsement Number:	001
Effective Date of Endorsement:	March 06, 2020
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

It is hereby agreed that the definition of **Company** in paragraph C. of Section **XXII. GLOSSARY** is amended by the addition of the following:

Company also means any Entity listed below.

Rebel River Rampage, Inc.

Rebel Wilson, an Individual

Blue Bay Trust

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA AMENDATORY ENDORSEMENT

Name of Parent Company:	Camp Sugar, Inc.
Policy Number:	██████████
Endorsement Number:	002
Effective Date of Endorsement:	March 06, 2020
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

It is hereby agreed that:

I. Section XIII. TERMINATION OF POLICY is amended by the addition of the following:

The notice of cancellation shall state the reason for cancellation. Notice of cancellation shall also be sent to the agent of record, if applicable, provided that the agent of record is not an employee of the Insurer.

II. This Policy is amended by the addition of the following:

NON-RENEWAL

If the Insurer decides not to renew this Policy or condition renewal upon a reduction of this Policy's Limit of Liability, an elimination of coverage, an increase in deductibles, or an increase of more than twenty-five percent (25%) of the current Policy's premium, the Insurer will deliver or mail written notice of non-renewal to the **Parent Company** at the address set forth in the Declarations of the GTC and to the agent of record, if applicable, at least sixty (60) days before the expiration of the **Policy Period**. The notice shall state the reason for non-renewal.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICANS WITH DISABILITIES ACT EXCLUSION

Parent Company:	Camp Sugar, Inc.
Policy Number:	██████████
Endorsement Number:	QBBPE-2338 (04-17)
Effective Date of Endorsement:	March 06, 2020
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

ERRORS AND OMISSIONS LIABILITY COVERAGE PART

The following is added to section **II. EXCLUSIONS**:

ADA – based upon, arising out of or resulting from any actual or alleged violation of the Americans with Disabilities Act or any similar law.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBRARY ACQUISITIONS AND DEVELOPMENT ENDORSEMENT

Parent Company:	Camp Sugar, Inc.
Policy Number:	██████████
Endorsement Number:	QBBPE-2335 (09-15)
Effective Date of Endorsement:	March 06, 2020
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:
ERRORS AND OMISSIONS - MEDIA CLAIMS MADE COVERAGE SUB-PART

It is hereby agreed that:

- I. This Coverage Sub-Part is amended by the addition of the following:

LIBRARY ACQUISITION AND DEVELOPMENT

Solely with respect to the coverage afforded by this Coverage Sub-Part for the **Insured's** development of **Material** or development of **Material** acquired by the **Insured** for development, such coverage will terminate upon the occurrence of the first of the following events:

1. upon the start of principal photography for any project, program or other production by the **Company**; or
2. upon the first day of rehearsal of any live theatrical production by the **Company**;

However in no event shall the **Insurer** provide coverage for any **Claim** based upon, arising out of or resulting from the development of **Material** unless the **Claim** is first made prior to the occurrence of any one of the events set forth in 1 - 2 above.

PRIMARY PRODUCERS COVERAGE

Any coverage that is granted by the **Insurer** shall follow the form of the exclusions or exceptions to coverage set forth in any primary producers liability policy, but shall otherwise be governed by the terms and conditions of this Policy.

- II. For purposes of the coverage provided by this endorsement, the definition of **Scheduled Media** in paragraph E. of Section **IV. GLOSSARY** is amended by the addition of the following:

Scheduled Media shall also mean:

1. all **Library Titles** held by the **Company** for the purposes of distribution or re-distribution;
2. all DVD bonus material contained in **Library Titles** that have been vetted and cleared by the **Company**;

3. projects, programs or other productions in development or acquired for development by the **Company**; and
 4. all casting reels, sizzle reels, beta testing and non-airing presentation pilots the **Company** created, used or developed.
- III. For purposes of the coverage provided by this endorsement, the definition of **Wrongful Act** in paragraph F. of Section IV. **GLOSSARY** is amended by the addition of the following:
- Wrongful Act** also means, solely with regard to the **Scheduled Media**, any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed in the development of **Material** or development of **Material** acquired for development and release, broadcast, telecast, exhibition, licensing or distribution of **Material**.
- IV. For purposes of the coverage provided by this endorsement, Section IV. **GLOSSARY** is amended by the addition of the following:
- Library Title** means **Material** in the form of any theatrical production, motion picture production, television production or other entertainment production that:
1. was produced, acquired, purchased, licensed or held by the **Company**:
 - (a) for the purpose of licensing, syndication, serialization, sale, distribution, lease, release, exhibition or other dissemination;
 - (b) was publically released, aired or distributed prior to the inception date of this Policy; and
 - (c) was covered by errors and omissions insurance for **Claims** arising out of such **Material**, for which a primary producers liability policy applicable to such production has expired; or
 2. was produced by an entity, other than the **Company**, or an entity not owned, controlled, or created by the **Company**, and
 - (a) is held for the purpose of licensing, syndication, serialization, sale, distribution, lease, release, exhibition or other dissemination; and
 - (b) was or is covered by errors and omission insurance including the **Company** as indemnitees for **Claims** arising out of **Material** not produced by the **Company**.

All other terms and conditions of this Policy remain unchanged.



Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

PLEASE READ THIS NOTICE CAREFULLY

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.