



Camino Nuevo Charter Academy

INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called “Agreement”) is dated this 18 day of June, 2024, by and between Camino Nuevo Charter Academy (hereinafter called “CNCA”), located at 3435 W Temple Street, Los Angeles, CA 90026, and Bewilder (hereinafter called “**Contractor**”), located at 3122 Chaucer Street, Los Angeles, CA 90065.

II. **Description of Bewilder.** In consideration of their mutual covenants, the parties hereto agree as follows: The Bewilder to be provided by **Contractor** pursuant to this Agreement (Bewilder), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

Attachment A - Description of Bewilder – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

Contractor hereby verifies that it is specially trained or experienced and competent to provide the Bewilder required by this Agreement and acknowledges that CNCA has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on June 24, 2024 and will be completed by June 20, 2025. CNCA has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of CNCA.

IV. **Billing.** In consideration of the Bewilder provided, **Contractor** will submit invoices in July 2024 for 50% of the program costs and monthly thereafter and will be paid at the rate of \$195,000 per year. The total contract amount will not exceed \$195,000. Payment is due within thirty (30) days of receipt of invoice.

V. **Indemnification.** **Contractor** agrees to defend, indemnify and hold harmless CNCA, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by **Contractor** or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Bewilder of the **Contractor**, whether authorized by this Agreement or not. **Contractor** further agrees to waive all rights of subrogation against CNCA. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of CNCA or any of its agents or employees.

VI. **Insurance.** **Contractor** shall, at its own expense, procure and maintain at all times it performs any portion of the Bewilder the following insurance with minimum limits equal to the amounts indicated below.

1) **Minimum Scope of Insurance**

- a) *Commercial General Liability and Automobile Liability Insurance.* Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, CNCA, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Bewilder. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
- b) *Workers’ Compensation and Employers’ Liability Insurance.* Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Bewilder. In accordance with provisions of section 3700 of the California Labor Code, **Contractor** shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Bewilder under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Bewilder.
- c) *Professional Liability (Errors and Omissions) Insurance.* Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by CNCA.

- d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.

2) Minimum Limits of Insurance

- i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
 - ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
 - iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
 - iv. *Professional Liability (Errors and Omissions) Insurance*: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
 - v. *Sexual Abuse & Molestation Insurance*. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Bewilder provided.
- 3) Claims-Made Forms: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CNCA.
- 5) Other Insurance Provisions: The policies shall contain, or be endorsed to contain, the following provisions:
- a) *General Liability and Automobile Liability Coverages*
 - i. **Contractor's** insurance coverage shall be primary insurance with respect to CNCA, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by CNCA, its officers, board members, officials, employees, or volunteers shall be in excess of **Contractor's** insurance and shall not contribute to it.
 - ii. CNCA, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to CNCA, its officers, board members, officials, employees, agents, or volunteers.
 - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to CNCA, its officers, board members, officials, employees, agents, and volunteers.
 - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
 - b) *All Coverages*
 - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CNCA. In addition, **Contractor** agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction in coverage or limits. **Contractor** further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) Self-Insured Entities: CNCA may, at its discretion, accept self-insurance as being in compliance with this section. In such case, **Contractor** agrees that it will defend and indemnify CNCA, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would **Contractor** or any other self-insured person or entity, and that it will treat CNCA, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as **Contractor** or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering CNCA for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- 7) Evidence of Insurance: Prior to commencing work under this Agreement, **Contractor** shall provide CNCA with certificates of insurance evidencing compliance with this section. On request, **Contractor** shall furnish copies of any and/or all of the required insurance policies.

VII. **Limitation of CNCA Liability**. Other than as provided in this Agreement, CNCA's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CNCA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Bewilder performed in connection

with this Agreement.

VIII. Non-Discrimination. **Contractor** shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between **CNCA** and **Contractor**. At all times **Contractor** shall be deemed to be an independent contractor and is not authorized to bind **CNCA** to any contracts or other obligations. In executing this Agreement, **Contractor** certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of **CNCA**. Additionally, as the **Contractor** is not a **CNCA** employee, **Contractor** is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. **Contractor** is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. Occupational Safety and Health Administration (OSHA). **Contractor** is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. Originality of Services. **Contractor** agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. **Contractor** warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to **CNCA**.

XIV. Compliance with Laws. **Contractor** shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Bewilder as indicated or specified. If **Contractor** observes that the Bewilder is at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Bewilder shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall bear all costs arising therefrom.

XV. Equipment and Facilities. **Contractor** will provide all necessary equipment and facilities to render its Bewilder pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by **CNCA** is the property of **CNCA** and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of **CNCA**.

XVI. Employment of Additional Workers by Contractor. **Contractor** may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. **CNCA** shall not control, direct, or supervise **Contractor's** additional workers or subcontractors in the performance of services. **Contractor** assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. **Contractor** shall not hire employees of **CNCA** for performance of this Agreement unless such employment does not conflict with **CNCA's** personnel policies as determined by **CNCA**.

XVII. Assignment. Without the prior written consent of **CNCA**, this Agreement is not assignable by the **Contractor**, either in whole or in part.

XVIII. Successors and Assigns. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. Governing Law. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. Withholding. **CNCA** shall not withhold or set aside any money on behalf of the **Contractor** for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the **Contractor** to withhold, set aside and account for all of the above.

XXI. Audit. **Contractor** shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of **Contractor** transacted under this Agreement. **Contractor** shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. **Contractor** shall permit **CNCA**, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Bewilder covered by this Agreement. Audit(s) may be performed at any time, provided that **CNCA** shall give reasonable prior notice to **Contractor** and shall conduct audit(s) during **Contractor's** normal business hours, unless **Contractor** otherwise consents.

XXII. CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. **CNCA** may evaluate **Contractor** in any manner which is permissible under the law. **CNCA's** evaluation may include, without limitation:

- 1) Requesting **CNCA** employee(s) evaluate **Contractor** and **Contractor's** employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of **Contractor**, **Contractor's** employee(s), and/or subcontractor(s).

XXIII. Entire Agreement/Changes or Alterations. 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.

XXIV. Termination.

- 1) For Cause: **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) material violation of this Agreement by **Contractor**;
 - b) any act by **Contractor** exposing **CNCA** to liability to others for personal injury or property damage; or
 - c) **Contractor** is adjudged a bankrupt, **Contractor** makes a general assignment for the benefit of creditors, or a receiver is appointed on account of **Contractor's** insolvency. If the expenses, fees, and/or costs to **CNCA** exceed the cost of providing the Bewilder pursuant to this Agreement, **Contractor** shall immediately pay the excess expense, fees, and/or costs to **CNCA** upon the receipt of **CNCA's** notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to **CNCA**.
- 2) Without Cause by CNCA: **CNCA** may, at any time, with or without reason, terminate this Agreement and compensate **Contractor** only for the Bewilder satisfactorily rendered to the date of termination. Written notice by **CNCA** shall be sufficient to stop further performance by **Contractor**. Notice shall be deemed given when received by the **Contractor** or no later than three days after the day of mailing, whichever is sooner.
 - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. Waiver. No delay or omission by **CNCA** in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude **CNCA** from any or further exercise of any right or remedy.

XXVI. Headings. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. Severability. In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. Ambiguity. The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. Copyright. Any written product produced as a result of this contract shall be a work for hire and shall be the property of CNCA.

XXX. Expenses. **Contractor** shall be responsible for all costs and expenses incident to the performance of services for CNCA, including but not limited to all costs of equipment provided by **Contractor**, all fees, fines, licenses, bonds and/or taxes required of or imposed against **Contractor**, and all other of **Contractor's** costs of doing business. CNCA shall be responsible for no expenses incurred by **Contractor** in performing services for CNCA except as provided by this Agreement.

XXXI. Privacy, Security, and Confidentiality. If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to CNCA in writing within 24 hours of discovery.

XXXII. Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance. **Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at CNCA campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of CNCA and CNCA shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of **Contractor's** DOJ custodian of records.

Contractor's affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to CNCA prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. CNCA may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of CNCA students.

XXXIII. Independent Contractor Status. **Contractor** attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. **Contractor** understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of CNCA, and are not entitled to benefits of any kind or nature normally provided employees of CNCA and/or to which CNCA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

XXXIV. Conflict Of Interest. By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. Commencement of Work. Contractor is not authorized and will not commence any work of this Agreement and CNCA will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

Attachments:

- ☐ Attachment A - Independent Contractor Agreement Description of Bewilder
- ☐ Attachment B - Fingerprint Affidavit
- ☐ Attachment C - IRS form W9
- ☐ Attachment D - DE542 EDD Report of Independent Contractor
- ☐ Attachment E - Contractor Evidence of Insurance
- ☐ Attachment F - Copies of all applicable licenses, registrations and certifications

CONTRACTOR (Corporation X Yes ☐ No):

Contractor / Agency Name: Bewilder

Address: 3122 Chaucer Street
Los Angeles, CA 90065

Contractor's Contact Person: Yvonne Leow

Title: CEO

Telephone: (206) 769-4393

e-mail: yvonne@bewilder.camp

Signature: _____ **Date:** _____

CAMINO NUEVO CHARTER ACADEMY

By Chief Executive Officer / Designee: Adriana Abich

Signature: _____ **Date:** _____

	Camino Nuevo Charter Academy Camino Nuevo Charter Academy INDEPENDENT CONTRACTOR AGREEMENT Attachment A
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This document is an attachment to and made a part of, the Camino Nuevo Charter Academy (“CNCA”) Independent Contractor Agreement, between CNCA and Bewilder (“Contractor”) for the period June 24, 2024 to June 20, 2025, for Bewilder.

Indicated below is the specific description of the Bewilder including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that Contractor and its assigns will have with students) to be provided:

DETAILED DESCRIPTION OF Bewilder TO BE PROVIDED:
 [INSERT DETAILED DESCRIPTION OF SERVICES/PROGRAM TO BE PROVIDED UNDER THIS CONTRACT]



BEWILDER
Fuel your imagination

2024 CNCA Outdoor Education Program

BEWILDER EXISTS TO
**INSPIRE A BILLION FAMILIES
TO ADVENTURE OUTSIDE**



WE DIDN'T GROW UP OUTDOORSY

Our founder is a journalist
turned outdoor entrepreneur



Vox



Stanford

Ucla



SEQUOIA



TE



MEET YVONNE

2018 · Hiked the John Muir Trail

2020 · Summited Aconcagua. Founded Bewilder.

2022 · REI accelerator program

2023 · Porsche's Founder Initiative



MILLIONS OF FAMILIES SPEND 9+ HOURS ON SCREENS EVERYDAY INSTEAD OF BEING IN NATURE

8 to 10 year-olds spend an average of 6 hours a day on screens, while adults spend an average of 7 hours.

- CDC

100 million Americans — including 28 million children — do not have access to close-to-home parks.

- Kaiser Permanente, 2023

88% of K-12 U.S. educators report that increased screen time worsens students' behavior

- EdWeek Research

WE LAUNCHED BEWILDER CLUB

An after school program that blended online and offline programming to teach K to 8th graders about flora and fauna in local parks

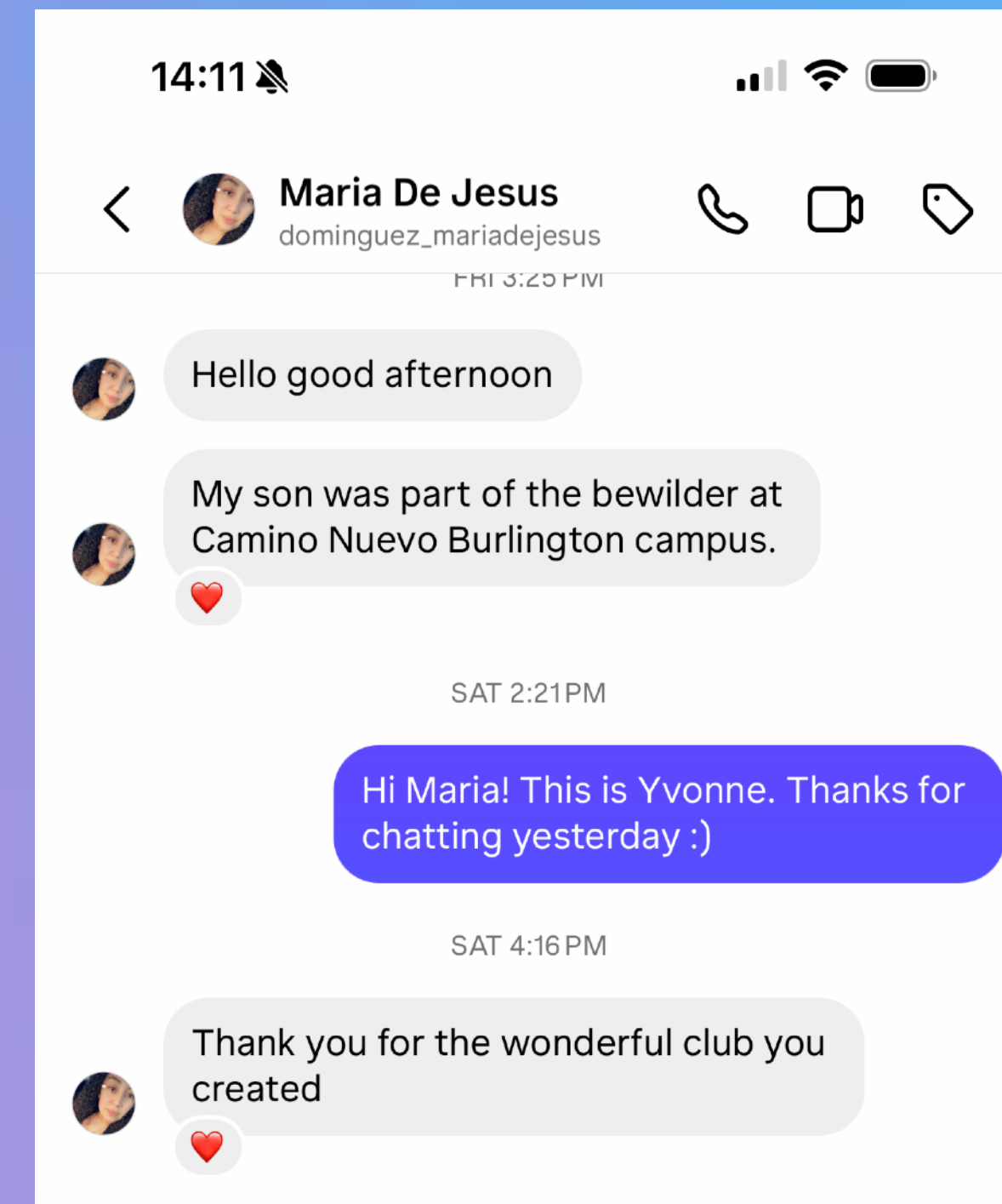


[WATCH VIDEO](#)



BEWILDER

120+ CNCA STUDENTS LEARNED ABOUT THE ENVIRONMENT, VISITED PARKS, AND EARNED OUTDOOR GEAR



**WE'RE REIMAGINING OUTDOOR
EDUCATION BY BLENDING ART,
GAMES, AND GEAR TO INSPIRE
FAMILIES WHO ARE NEW TO
NATURE**



LET'S INSPIRE THE NEXT GENERATION OF ENVIRONMENTAL LEADERS & NATURE LOVERS

ANNUAL PROGRAM



Custom curriculum



Field trips



Family events



Outdoor gear



Staffing & training



TOTAL

\$195K





Yvonne Leow
yvonne@bewilder.camp
(206) 769-4393
bewilder.camp

HC 9300 CULVER, LLC and Madison Marquette Retail
Services, LLC, a Delaware Limited Liability Company
9300 Culver Blvd
Culver City, CA 90232



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2022

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No. Ext): 844-472-0967 E-MAIL ADDRESS: customerservice@biBERK.com FAX (A/C, No): 203-654-3613
INSURED Bewilder, Inc 1840 N Kenmore Ave Apt 204 Los Angeles, CA 90027	INSURER(S) AFFORDING COVERAGE INSURER A: Wellfleet Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 32280

COVERAGES **CERTIFICATE NUMBER:** **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	N9WC753289	08/26/2022	08/26/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

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

CERTIFICATE HOLDER HC 9300 CULVER, LLC and Madison Marquette Retail 9300 Culver Blvd Culver City, CA 90232	CANCELLATION 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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Bewilder, Inc
1840 N Kenmore Ave
Apt 204
Los Angeles, CA 90027

Issue Dated: 08/25/2022

MISCELLANEOUS PROFESSIONAL LIABILITY

Policy Number: N9PL753292

Renewal of: NEW

Carrier: Berkshire Hathaway Direct Insurance Company – A Stock Company

THIS IS A CLAIMS MADE POLICY. **CLAIM EXPENSE** IS INCLUDED IN THE LIMIT OF INSURANCE AND **RETENTION**. THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS **CLAIM EXPENSE**.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

DECLARATIONS

[1]	Named Insured and Mailing Address Bewilder, Inc 1840 N Kenmore Ave Apt 204 Los Angeles, CA 90027	Agency BIBERK P.O. Box 113247 Stamford, CT 06911
	Additional Insured Names	
[2]	Policy Period From 08/26/2022 to 08/26/2023 12:01 AM standard time at the Mailing Address of the	Named In- sured.
[3]	Retroactive Date Aug 26 2022 12:01AM	
[4]	Schedule of Insured Services Marketing Consulting	
[5]	Limits of Insurance	
	\$ 1,000,000	Each Wrongful Act
	\$ 2,000,000	Total Limit of Insurance
[6]	Retention	
	\$ 1,000	Each Wrongful Act
[7]	Net Variable Premium	\$ 175.00
	Expense Constant	\$200.00
	Net Premium	\$380.00
	State Surcharge/Tax	\$ N/A
	Minimum Expense Constant	\$-70.00

[8] Forms Attached at Issuance

IL 99 00 08 13 – Authorization and Attestation
MPL 00 00 04 20 – Miscellaneous Professional Liability Coverage Form
MPL 00 120 11 15 – Anti-Stacking
MPL 00 14 11 15 – Independent Contractors - Persons Insured Change
MPL 00 41 03 18 – Infringement of Copyright-Trademark
MPL 00 43 11 15 – Consultants Change
MPL 00 58 12 18 – Extended Reporting Period Option
MPL 00 80 11 15 – Blanket Waiver as Required by Contract Change Endorsement
MPL 00 90 11 15 – Exclusion of Owned Property Change
MPL 04 01 05 16 – California Changes
MPL DEC 04 20 – Miscellaneous Professional Liability Declarations

By acceptance of this policy, the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

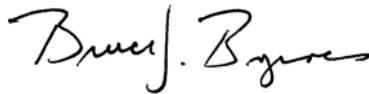
THIS ENDORSEMENT AUTHORIZES THE POLICY.

AUTHORIZATION AND ATTESTATION

This endorsement authorizes the insurance contract between you and the insurance company subsidiary listed on the DECLARATIONS PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures

A handwritten signature in black ink, appearing to read "Bruce J. Byrnes". The signature is fluid and cursive, with the first and last names being more prominent.

Bruce J. Byrnes
Secretary

A handwritten signature in black ink, appearing to read "Peter Shelley". The signature is fluid and cursive, with the first and last names being more prominent.

Peter Shelley
President

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

CLAIM EXPENSE IS INCLUDED IN THE POLICY LIMIT AND THE **RETENTION**.

ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

CLAIMS MADE POLICY: THIS INSURANCE COVERAGE IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **POLICY PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACT** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED IN THIS POLICY.

SECTION I – INSURING AGREEMENTS

A. Coverage

1. The **Company** will pay on the **Insured's** behalf those sums, in excess of the **Retention** and within the applicable Limit of Insurance, that the **Insured** becomes legally obligated to pay as **Damages** or **Claim Expense** because of **Claims** first made during the **Policy Period** or Extended Reporting Period (if applicable) as a result of **Wrongful Acts** committed in the performance of **Insured Services**.
2. For the purposes of this policy of insurance, "**Wrongful Act**" shall mean the following conduct or alleged conduct by an **Insured**, or any person or organization for whom an **Insured** is legally liable:
 - a. A negligent act, error or omission;

- b. Any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
- c. Any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence, and commercial appropriation of name or likeness;
- d. Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
- e. False arrest, detention or imprisonment; or
- f. Malicious prosecution.

All **Wrongful Acts** that take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy the **Company** issued to the **Insured** and are related by common facts, circumstances, transactions, events and/or decisions will be treated as one **Wrongful Act**.

B. Defense and Settlement of a Claim

The **Company** will have the right and duty to appoint an attorney and defend a covered **Claim**, even if the allegations are groundless, false or fraudulent. However:

1. The **Company** may, at the **Company's** discretion, investigate and settle a covered **Claim**.

2. No offer to settle any **Claim** will be made or accepted by the **Insured** without prior written agreement by the **Company**. Notwithstanding the foregoing, it is understood that the **Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the remaining **Retention**.
3. If the **Company** is willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer and the **Insured** is not willing to accept such judgment or settlement, the **Company's** liability for any **Claim Expense** and/or **Damages** incurred after the **Company** indicated its willingness to accept such judgment or settlement shall be limited to the amount for which the **Company** could have resolved the **Claim** plus an additional fifty percent (50%) of that amount. Nothing in this provision will cause the **Company's** liability to exceed the applicable Limits of Insurance set forth on the Declarations Page.
4. The **Company's** right and duty to defend and pay on the **Insured's** behalf ends when the **Company** has used up the applicable Limit of Insurance in payment of **Damages** or **Claim Expense**, or has met its payment obligations in connection with a **Claim** subject to **Section I.B.3**.

Nothing in this **SECTION I – INSURING AGREEMENT, Section B. Defense and Investigation** will relieve the **Insured** from any notice or cooperation requirements contained in the **GENERAL CONDITIONS** section or any other part of this policy.

C. Spousal Coverage

If a **Claim** made against an **Individual Insured** includes a **Claim** against that **Individual Insured's** lawful spouse solely by reason of:

1. Such spouse's status as the **Individual Insured's** spouse, or
2. Such spouse's ownership interest in property from which the claimant seeks recovery for the **Individual Insured's Wrongful Acts**,

all **Claim Expense** and **Damages** which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this policy as **Claim Expense** and **Dam-**

ages which the **Individual Insured** is legally obligated to pay on account of the **Claim** made against the **Individual Insured**. Such **Claim Expense** and **Damages** shall be covered under this policy only if and to the extent that such **Claim Expense** and **Damages** would be covered under this policy if incurred by the **Individual Insured**. The coverage extension afforded by this subsection does not apply to any **Claim** alleging any **Wrongful Act** or omission by the **Individual Insured's** spouse. The term "spouse" as used in this section shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT

A. Limits of Insurance

1. Each Wrongful Act

The Each **Wrongful Act** Limit of Insurance stated in Item 5.a. on the Declarations Page is the most the **Company** will pay for **Damages** and **Claim Expense** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period arising from one **Wrongful Act**, no matter how many:

- a. **Insureds** this policy covers;
- b. **Claims** are made; or
- c. Persons or organizations make **Claims**.

2. Total Limit of Insurance

The Total Limit of Insurance stated in Item 5.b. on the Declarations Page is the most the **Company** will pay for **Damages** and **Claim Expense** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period, no matter how many:

- a. **Insureds** this policy covers;
- b. **Claims** are made;
- c. Persons or organizations make **Claims**; or

d. **Wrongful Acts** are committed.

3. Sub-Limits

a. **Disciplinary Proceedings Claim Expense**

The most the **Company** will pay for all **Claim Expense** incurred in connection with **Disciplinary Proceedings** commenced during the **Policy Period** and any applicable Extended Reporting Period shall be \$10,000, no matter how many:

(1) **Insureds** this policy covers;

(2) **Disciplinary Proceedings** are commenced;

(3) Persons, organizations, or authorities institute **Disciplinary Proceedings**; or

(4) **Wrongful Acts** are committed.

b. **Insured's Claim Attendance Expense**

If the **Insured** is requested by the **Company** to attend hearings, depositions and trials in connection with the defense of a covered **Claim**, the most the **Company** shall pay for the **Insured's Claim Attendance Expense** incurred as a direct result of such attendance, after any applicable **Retention** is satisfied, will be the lesser of: the **Insured's** actual **Claim Attendance Expense**, or \$500 per day. In any event, the **Company's** total payment for all such **Claim Attendance Expense** shall not exceed \$10,000 for each **Policy Period**, no matter how many:

(1) **Insureds** this policy covers;

(2) **Claims** are made;

(3) Persons or organizations make **Claims**;

(4) Trials, depositions, hearings or related appearances the **Insured** attends; or

(5) **Wrongful Acts** are committed.

c. These sub-limits, and any other sub-limit which may be stated in any endorsement to this policy, shall be part of, and not in addition to, the Total Limit of Insurance stated in Item 5.b. of the Declarations. Payment for **Claim Expense** or **Damages** to which a sub-limit applies will reduce the Total Limit of Insurance available to pay **Claims** covered under this policy.

d. If more than one sub-limited coverage applies to a **Claim** covered under this policy, the **Company** shall not be obligated to pay more than the largest applicable sub-limit for all **Claim Expense** and **Damages** in connection with such **Claim**.

B. **Retention**

The **Company** shall be liable for only that part of **Damages** and **Claim Expense** covered under this policy which is excess of the **Wrongful Act Retention** as described below and in the amount set forth in Item 6. of the Declarations. Such **Retention** shall be borne by the **Insureds** uninsured and at their own risk.

With respect to **Claims** for **Wrongful Acts**, the **Retention** set forth in Item 6. of the Declarations shall apply to each **Wrongful Act** covered by this policy. All **Wrongful Acts** that involve the same or related subject, person, class of person or have common facts or circumstances or involve common transactions, events or decisions, regardless of the number of repetitions, alterations, actions, or forms of communication will be treated as one **Wrongful Act** for the purposes of applying the **Retention**. The **Retention** applies to **Damages** and **Claim Expense** combined. The **Retention** shall not apply to **Claim Expense** incurred in connection with **Disciplinary Proceedings**.

If more than one **Retention** applies to a **Claim** covered under this policy, the **Insured's Retention** obligation shall not exceed the largest applicable **Retention** in connection with such **Claim**.

The Limit of Insurance shall not be reduced by the application of the **Retention**. All other rights, duties and obligations under the policy shall remain the same regardless of whether or not the **Retention** has been satisfied, including, but not limited to, the **Company's** right and duty to investigate, defend and settle **Claims** and the **In-**

Insured's notice and cooperation duties set forth in this policy.

C. Reimbursement

If, at the **Company's** option, the **Company** has paid any amounts for **Damages** or **Claim Expense** in excess of the applicable Limit of Insurance, including any amounts paid in excess of the **Company's** obligation to pay **Damages** and **Claim Expense** pursuant to **SECTION I – INSURING AGREEMENT, Section B. Defense and Investigation, Paragraph 3.** of this policy, or if the **Company** has paid part or all of any **Retention**, the **Insured** shall reimburse the **Company** for such amounts upon demand.

The **Company** will have the right to seek recovery from any **Insured** of any **Claim Expense** or **Damages** paid by the **Company** as a result of any portion of a **Claim** that is not covered by this policy.

SECTION III – EXCLUSIONS

A. The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

1. Bodily Injury or Property Damage.

2. An act or omission that is dishonest, fraudulent, criminal, malicious or was intentionally committed while knowing it was wrongful, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the **Insured**. This exclusion does not apply to any **Individual Insured** that did not commit, acquiesce or participate in the actions that gave rise to the **Claim**. Pursuant to **SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section C.** of this policy, the **Company** shall have a right to reimbursement of any **Damages** or **Claim Expense** paid by the **Company** as a result of a **Claim** to which this exclusion applies.

3. Infringement, misappropriation or theft of:

- a.** Copyright;
- b.** Trademark, trade dress, trade name, service mark, service name, title or slogan;
- c.** Patent; or

d. Trade secrets.

4. Unfair competition, restraint of trade or any other violation of antitrust laws.

5. Harassment, misconduct or discrimination because of or relating to:

- a.** Race, creed, color or age;
- b.** Sex, sexual preference, national origin or religion; or
- c.** Handicap, disability or marital status,

but only if the harassment, misconduct or discrimination was knowingly committed, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the **Insured**. Pursuant to **SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section C.** of this policy, the **Company** shall have a right to reimbursement of any **Damages** or **Claim Expense** paid by the **Company** as a result of a **Claim** to which this exclusion applies.

6. Gain, profit or advantage to which any **Insured** is not legally entitled, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the **Insured**. Pursuant to **SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section C.** of this policy, the **Company** shall have a right to reimbursement of any **Damages** or **Claim Expense** paid by the **Company** as a result of a **Claim** to which this exclusion applies.

7. Violation of any provisions of the Employee Retirement Income Security Act of 1974 (the "Act") or:

- a.** Any amendment to the Act; or
- b.** Any regulations, rulings or orders issued pursuant to the Act.

8. Violation of the Securities Act of 1933 as amended, The Securities Exchange Act of 1934 as amended, the Investment Advisers Act of 1940, any state blue sky or securities law, any similar state or federal law, or any order, ruling or regulation issued pursuant to the above laws.

9. The actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion shall apply whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution.
10. The performance of services which can only be performed by a:
 - a. Architect or licensed engineer;
 - b. Attorney;
 - c. Certified public accountant;
 - d. Medical practitioner or other health care provider, including, but not limited to, physicians or nurses, and including any **Claims** arising directly or indirectly out of medical malpractice, including the giving or receiving of professionally qualified medical opinions, or the administration of or failure to administer or summon medical care or first aid;
 - e. Actuary;
 - f. Licensed insurance agent or broker;
 - g. Certified financial planner; or
 - h. Securities or investment advisor or broker/dealer.
11. Malfunction or defect of any hardware, equipment or component. This exclusion does not apply when the malfunction or defect is solely the result of any **Insured's Wrongful Act** in performing **Insured Services**.
12. Electrical or mechanical failure, including power interruption, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure; except this exclusion does not apply when the failure is solely the result of the **Insured's Wrongful Act** in performing **Insured Services**.
13. Gathering, acquisition or obtaining of information about Internet users in any manner, including but not limited to, placement and/or use of spyware or adware.
14. Unsolicited faxes, unsolicited electronic mail, unsolicited telephone calls or other unsolicited electronic communications. This exclusion shall include alleged violations of state, local or federal law, including non-U.S. laws, any amendment to such laws, or violation of any order, ruling or regulation issued pursuant to such laws that regulate such communication.
15. Actions, decisions, orders or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental regulatory agency, except for **Disciplinary Proceedings**.
16. Unauthorized access to, unauthorized use of, or unauthorized alteration of any computer or system, hardware, software, program, network, data, database, communication network or service, including the introduction of malicious code or virus, or repetitively accessing a website under the control of an **Insured** with the intent to deny others access to such website or with the intent to cause such website's functionality to fail, including what is commonly referred to as denial of service attacks.
17. **Advertising by the Insured**, including inaccurate, inadequate or incomplete description of the price of the **Insured's** goods, products or services, or the failure of the **Insured's** goods, products or services to conform with any represented quality or performance contained in **Advertising by the Insured**.
18. Performance or failure to perform otherwise covered **Insured Services** without a valid and active license, certification, accreditation, or designation if required by federal, state, or local statutory laws to perform such **Insured Services**.
19. Obligations under any Workers' Compensation, Unemployment Compensation, Employers Liability or Disability Benefit Law, including any similar provisions of any federal, state or local statutory or common law.

20. Failure to protect any non-public, personally identifiable information in the **Insured's** care, custody or control.
21. Violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other act associated with any such violation or noncompliance
22. Theft, misappropriation, commingling or conversion of any funds, monies, assets, or property.
23. Investment advice including guarantees about the future performance or value of investments, rates of return, interest, or tax consequences

B. The Company is not obligated to pay Damages or Claim Expense or defend Claims made by:

1. Any enterprise that is a parent, affiliate or partner of any **Insured**;
2. Any enterprise directly or indirectly controlled, operated or managed by the **Insured** or an enterprise described in **SECTION III – EXCLUSIONS, Section B., Paragraph 1** above;
3. Any **Insured**;
4. Any present, former or prospective employees, officers, directors of any **Insured** when the **Claim** is in any way related to the present, former or prospective employment relations between the claimant and any **Insured**; or
5. Any regulatory authority, or any federal, state or local governmental agency; except this exclusion does not apply to a **Claim** brought by any of these entities if such entity is also a client, and the **Claim** arises from actual or alleged **Wrongful Acts** in the **Insured's** performance of **Insured Services** for or on behalf of such agency or entity.

C. The Company is not obligated to pay Damages or Claim Expense or defend Claims for the breach of express warranties, guarantees or contracts; provided, however, with respect to al-

legations of breach of contract this exclusion shall not apply to any liability that would have attached in the absence of such contract nor to coverage for **Claims** for actual or alleged negligent performance of **Insured Services**.

D. The Company is not obligated to pay Damages or Claim Expense or defend Claims based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

1. Any fact, circumstance, transaction, event or **Wrongful Act** that:
 - a. before the **First Inception Date** was the subject of any notice of claim or loss, or notice of potential claim or potential loss, given under any other policy of insurance; or
 - b. which, as of the **First Inception Date** any **Insured** had knowledge and that was reasonably likely to give rise to a **Claim** that would fall within the scope of the insurance afforded by this policy; or
 - c. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in a. or b. above, constitute one **Wrongful Act** as defined in this policy;
2. Any demand, suit or other proceeding pending, or order, decree or judgment entered:
 - a. against any **Insured** on or prior to the **First Inception Date** or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - b. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in a. above, constitute one **Wrongful Act** as defined in this policy.

SECTION IV – WHERE AND WHEN THE COMPANY INSURES

A. Where The Company Insures

Coverage under this policy applies to **Wrongful Acts** committed anywhere and to **Claims** made in the jurisdiction of the United States of America (including its territories and possessions), Puerto Rico and Canada. If **Damages** or **Claim Expense** are paid in a currency other than United

States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate published in *The Wall Street Journal* at the time of the payment.

B. When The Company Insures

1. Claims First Made

This insurance applies when a **Claim** is first made against any **Insured** during the **Policy Period**. To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**, except as otherwise provided below in **SECTION – IV, Section B. When The Company Insures, Paragraphs 2 and 3**. The **Company** will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

2. Prior Wrongful Acts

This policy will apply to a **Claim** first made against any **Insured** arising from a **Wrongful Act** committed between the **Retroactive Date** and the Inception Date of the policy, but only if all of the following conditions are met:

- a. The **Claim** is first made against any **Insured** during the **Policy Period**. The **Company** will consider a **Claim** to be first made against the **Insured** when a **Claim** is received by any **Insured**;
- b. No **Insured** knew, prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- c. There is no other valid and collectible insurance applicable to the **Claim**.

3. Reported Wrongful Acts

This policy will apply to a **Claim** first made against any **Insured** after the end of the **Policy Period**, but only if all of the following conditions are met:

- a. The **Wrongful Act** giving rise to the **Claim** is committed between the **Retro-**

active Date and the end of the **Policy Period**;

- b. Prior to the **First Inception Date**, no **Insured** knew of the **Wrongful Act**, alleged **Wrongful Act** or circumstance that could reasonably be expected to lead to the **Claim**;
- c. The **Company** receives written notice from the **Insured** during the **Policy Period** of the **Wrongful Act**. The notice must include all of the following information:
 - (1) The names of those persons or organizations involved in the **Wrongful Act**;
 - (2) The specific person or organization likely to make the **Claim**;
 - (3) A description of the time, place and nature of the **Wrongful Act**; and
 - (4) A description of the potential **Damages**; and
- d. There is no other valid and collectible insurance applicable to the **Claim**.

The provisions of the policy in effect on the date the **Company** receives the notice of the **Wrongful Act** under this paragraph 3. will apply to any resulting **Claim**.

4. Extended Reporting Period

If the **Insured** did not report **Wrongful Acts** during the **Policy Period** as described in **SECTION – IV, Section B. When The Company Insures, Paragraph 3** above, and **Claims** arising from such **Wrongful Acts** are first made after the end of the **Policy Period**, such **Claims** are not covered under this policy unless the **First Named Insured** purchases an Extended Reporting Period from the **Company**.

- a. If the **First Named Insured** purchases an Extended Reporting Period, the **Company** will cover a **Claim** first made against any **Insured** after the end of the **Policy Period** but during the Extended Reporting Period, only if all of the following conditions are met:

- (1) The **Wrongful Act** giving rise to such **Claim** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) No **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid or collectible insurance applicable to the **Claim**.

The **Company** will consider a **Claim** to be made during the Extended Reporting Period only if the **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

- b. The following provisions and conditions also apply to the Extended Reporting Period:

- (1) If there is a **Termination of Coverage** and upon request by the **Named Insured**, the **Company** will sell one of the Extended Reporting Period options listed on the Extended Reporting Period Option Endorsement. Where a claims-made relationship between the **Insured** and the **Company** has continued for less than one year the **Company** is not required to sell an Extended Reporting Period for **Termination of Coverage** for nonpayment of premium or fraud.
- (2) The **Company** must receive the **First Named Insured's** request for the Extended Reporting Period in writing within the later of:

a) sixty (60) days after the end of the **Policy Period**, or

b) thirty (30) days from the date of mailing or delivery of the advice informing the insured of an Extended Reporting Period option. This advice does not apply upon cancellation due to nonpayment of premium or fraud on the part of the **Insured**.

On receipt and acceptance of the request, the **Company** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the **Company** will bill the additional premium, and the **Company** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.

- (3) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
- (4) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the policy in effect on the last day of the **Policy Period** will apply.
- (5) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.
- (6) If a corporation, partnership or other entity has been placed in liquidation or bankruptcy or permanently ceases operations and the entity or its designated trustee does not purchase extended reporting period coverage then any person covered under the policy may request the extended reporting period coverage within 120 days of the termination of coverage

5. Multiple Claims

All **Claims** arising from the same **Wrongful Act** will be deemed to have been made on the earlier of the following times:

- a. The date the first of those **Claims** is made against any **Insured**; or
- b. The first date the **Company** receives the **Insured's** written notice of the **Wrongful Act**.

The provisions of the policy in effect on that date will apply.

SECTION V – DEFINITIONS

A. **"Advertising by the Insured"** means advertising, publicity or promotion of any kind of the **Insured's** products and services.

B. **"Application"** means all of the following:

1. The **Insured's** Miscellaneous Professional Liability insurance policy application, and, if this policy is a renewal of a policy issued by the **Company**, the **Insured's** Miscellaneous Professional Liability insurance renewal application, including all applications and renewal applications submitted for such policies;
2. Other companies' insurance policy applications, if accepted by the **Company**; and
3. All attachments to the **Application** or renewal **Application** and any other information furnished to the **Company** for the purpose of applying for the insurance. All such attachments and information will be kept on file by the **Company**, deemed attached to the policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.

C. **"Bodily Injury"** means physical injury to the body, or sickness or disease sustained by a person, including death resulting therefrom.

Bodily Injury also means mental injury or mental anguish, including emotional distress, shock or fright, if resulting from injury to the body, sickness, disease or death of any person. However, **Bodily Injury** does not include such mental injury or mental anguish if directly resulting from a covered **Wrongful Act** arising out of the performance or failure to perform **Insured Services**.

D. **"Claim"** means a written demand or written assertion of a legal right made against any **Insured** seeking **Damages** or non-monetary relief, including arbitration proceedings and **Disciplinary Proceedings**, including any appeal therefrom.

E. **"Claim Attendance Expense"** means the **Insured's** actual loss of earnings and reasonable expenses incurred directly in order for the **Insured** to attend hearings, depositions and trials

at the request of the **Company** in connection with the defense of a covered **Claim**.

F. **"Claim Expense"** means expenses incurred by the **Company** or by the **Insured** with the **Company's** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the **Company** or **Insured** with the **Company's** consent. **Claim Expense** includes:

1. Attorneys fees;
2. Costs taxed against an **Insured** in any suit defended by the **Company**;
3. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The **Company** does not have to furnish these bonds; and
4. Reasonable expenses incurred by an **Insured** at the **Company's** request, excluding:
 - a. Loss of earnings (except to the extent covered as **Claim Attendance Expense**); and
 - b. Salaries or other compensation paid to any **Insured**.

G. **"Company"** means the insurance company stated at the top of the Declarations Page.

H. **"Damages"** means monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, if permitted by law in an applicable jurisdiction; and legal expense or other costs included as part of a judgment, award or settlement. **Damages** also includes interest on any part of any judgment that accrues after entry of the judgment and before the **Company** has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

Damages does not include fines, penalties, taxes or return of fees, deposits, commissions or charges for goods or services.

Damages also does not include costs of correcting, performing or re-performing **Insured Services** by:

1. Any **Insured**; or
2. Another party, when an **Insured** had the opportunity to correct, perform or re-perform the service that generated the cost.

In determining the insurability of punitive or exemplary damages, or the multiplied portion of any multiplied damage award, the law of the jurisdiction most favorable to the insurability of those damages will control for purposes of resolving any dispute between the **Company** and the **Insureds**, provided that such jurisdiction is:

1. Where the punitive, exemplary or multiplied damages were awarded or imposed;
2. Where the **Wrongful Act** giving rise to the **Claim** took place;
3. Where either the **Company** or any **Insured** is incorporated, has its principal place of business or resides; or
4. Where this policy was issued or became effective.

I. "**Disciplinary Proceeding**" means any action, investigation or request for information by a regulatory or disciplinary official, board or agency authorized by law or administrative order to oversee, investigate or institute actions regarding the **Insured's** professional misconduct in the performance of **Insured Services**.

J. "**First Inception Date**" is the Inception Date of the earliest errors and omissions insurance policy the **Company** issued to the **First Named Insured** that provides similar coverage by the **Company**, provided that there has been uninterrupted coverage by the **Company** for the **First Named Insured** from that earliest policy to this policy.

K. The "**First Named Insured**" is the **Named Insured** first listed on the Declarations Page.

L. "**Individual Insured**" means, individually and collectively:

1. Any **Named Insured** that is an individual person;
2. Any **Named Insured's** stockholders for their liability as stockholders;

3. Any **Named Insured's** and **Subsidiary's** partners, officers, directors and employees, but only with respect to their activities within the scope of their duties in such capacity in the performance of **Insured Services** by the **Named Insured** or any **Subsidiary**; and

4. Any **Named Insured's** and **Subsidiary's** former partners, officers, directors and employees, but only with respect to their activities within the scope of their duties in the capacity of the **Named Insured's** partners, officers, directors or employees in the performance of **Insured Services** by the **Named Insured**.

In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the **Insured's** legal representative shall be considered an "**Individual Insured**", but only with respect to its activities within the scope of its duties in such capacity in the performance of **Insured Services** by a **Named Insured**.

M. "**Insured**" means, individually and collectively:

1. A **Named Insured**; and
2. The **Individual Insureds**.

N. "**Insured Services**" means those services performed for others as stated in Item 4. on the Declarations Page, or as otherwise stated by endorsement to this policy.

O. "**Named Insured**" means the person or entity listed in Item 1. of the Declarations Page and its **Subsidiaries**.

P. "**Policy Period**" means the period of time stated in Item 2. on the Declarations Page, or any shorter period resulting from policy cancellation.

Q. "**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:

1. Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
2. Hazardous, toxic or radioactive matter or nuclear radiation;
3. Waste, which includes material to be recycled, reconditioned or reclaimed; or

4. Any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.

R. "Property Damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property; or
2. Loss of use of tangible property that is not physically injured.

S. "Retention" means the amount stated in Item 6. on the Declarations Page and described in **Section II.B.** of this policy.

T. "Retroactive Date" means the date, if any, stated in Item 3. on the Declarations Page.

U. "Subsidiary(ies)" means any entity in which, and so long as, a **Named Insured**, either directly or indirectly:

1. Owns more than fifty (50) percent of the issued and outstanding voting equity securities; or
2. Controls voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees;

on or before the effective date of this policy, or after the effective date of this policy; provided that, with any respect to any entity that becomes a **Subsidiary** after the effective date of the policy, and the entity's gross revenues exceed ten percent (10%) of the **Insured's** annual gross revenues at the Inception Date of the policy, the entity shall only be deemed a **Subsidiary** under this policy for a period of ninety (90) days from the date it became a **Subsidiary**.

If the **Insured** gives written notice within ninety (90) days of the creation or acquisition of the **Subsidiary**, including the necessary underwriting information the **Company** may require and pay any reasonable additional premium as the **Company** may require, then the **Company** will issue an endorsement including such entity in the definition of **Subsidiary** for the duration of the **Policy Period**.

In all events there is no coverage for **Wrongful Acts, Damages** or **Claim Expense** relating to any activities of a **Subsidiary**, or **Insured** there-

of, occurring prior to the time such entity became a **Subsidiary**.

V. "Wrongful Act" means conduct or alleged conduct by an **Insured**, or any person or organization for whom an **Insured** is legally liable, as described in Insuring Agreement **Section I.A.** of this policy or as amended by applicable endorsement(s) attached hereto.

All **Wrongful Acts** that:

1. Take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy the **Company** issued to the **Insured** and
2. Are related by common facts, circumstances, transactions, events and/or decisions will be treated as one **Wrongful Act**.

SECTION VI – GENERAL CONDITIONS

A. Time of Inception; Policy Period

This policy will begin at 12:01 A.M. on the Inception Date shown in the Declarations. This policy will continue to apply until 12:01 A.M. on the Expiration Date also shown in the Declarations unless terminated at an earlier date.

B. Premium

The **First Named Insured** will pay to the **Company** the amount of premium stated in Item 7. of the Declarations. The premium may be adjusted at any time during the **Policy Period** or any extensions of the **Policy Period** based upon changes in the provisions of this policy as may be agreed upon by the **First Named Insured** and the **Company**.

C. Insured's Duties in the Event of a Claim

1. If there is a **Claim**, the **Insured** must do the following after the **Named Insured** has knowledge of the **Claim**:
 - a. Notify the **Company** in writing as soon as practicable. This notice must contain details that identify the **Insured**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**.

- b. Immediately send the **Company** copies of all demands, notices, summonses or legal papers received in connection with the **Claim**;
- c. Authorize the **Company** to obtain records and other information;
- d. Cooperate with and assist the **Company** in the investigation, settlement or defense of the **Claim**; and
- e. Assist the **Company**, upon the **Company's** request, in enforcing any rights of contribution or indemnity against another who may be liable to any **Insured**.

- 2. No **Insured** will, except at the **Insured's** own cost, voluntarily make a payment, admit liability, assume any obligation or incur any expense without the **Company's** prior written consent.
- 3. When this policy requires that an **Insured** provide notice of a **Claim**, we will consider the **Insured** to have knowledge of that **Claim** when any of the offices of the **Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager or in-house counsel has that knowledge.

D. Bankruptcy

The bankruptcy or insolvency of the **Insured** or **Insured's** estate will not relieve the **Company** of the **Company's** obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

E. Other Insurance

If other valid and collectible insurance applies to a **Claim** covered under this policy, this insurance is excess over such other insurance, except when the other insurance is specifically arranged by or on behalf of the **Named Insured** to apply in excess of this insurance, and no other insurance applies to the **Claim**.

F. Subrogation and Recovery

In the event of any payment under this policy, the **Company** will be subrogated to all the **In-**

sured's rights of recovery therefore against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The **Company** will have no rights of subrogation against any **Insured** hereunder. Any recoveries shall be applied as follows:

- 1. First, to the **Company** up to the amount the **Company** has paid for **Damages** and **Claim Expense**.
- 2. Then, to the **First Named Insured** as recovery of Retention amounts paid as **Damages** and **Claim Expense**.

G. Changes in Insured's Operations

This policy applies only to **Insured Services** as described in the **Application**. This policy will not apply to any other activities or entities unless, with the **Company's** consent, such activities or entities are added to this policy by endorsement. The **Named Insured** will promptly pay any additional premium that may become due as a result of such addition.

H. Assignment

Assignment of any interest under this policy will not bind the **Company** unless and until its written consent is endorsed hereon.

I. Cancellation and Nonrenewal

1. Cancellation

- a. The **First Named Insured** may cancel this policy by mailing or delivering written notice of cancellation to the **Company** or the **Company's** authorized representative, at the address shown on the Declarations Page of this policy. Such notice of cancellation will state the effective date of cancellation or, if no effective date is stated, the effective date of cancellation shall be thirty (30) days after receipt of notice. The **Policy Period** will end on that date.
- b. The **Company** may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:

(1) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or

(2) Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.

c. If this policy is canceled, the **Company** will send the **First Named Insured** any premium refund due. If the **Company** cancels, the refund will be the pro rata unearned amount of the annual premium. If the **First Named Insured** cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the **First Named Insured** is not a condition precedent to cancellation.

d. The **Company** will mail or deliver the notice to the address stated in Item 1. on the Declarations Page.

e. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

2. Nonrenewal

The **Company** may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured** at the address shown on the Declarations Page of this policy. The **Company** will mail or deliver the notice at least sixty (60) days before the expiration of the policy.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

J. Action Against the Company

1. No action will lie against the **Company** unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy by all **Insureds**, nor until the amount of the **Insured's** obligation to pay has been fully determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement among the **Insured**, the claimant

and the **Company**. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement, will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.

2. No person or organization will have any right under this policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the **Company** be impleaded by the **Insured** or the **Insured's** legal representative.

K. Representations

By accepting this policy, the **Named Insured** agrees:

1. The statements made and information contained in the **Application** for this insurance furnished to the **Company** are true, accurate and complete;

2. Those statements furnished to the **Company** are representations the **Named Insured** made to the **Company** on behalf of all **Insureds**;

3. Those representations are a material inducement to the **Company** to issue this policy;

4. The **Company** has issued this policy in reliance upon those representations;

5. This policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this insurance;

6. The **Insured** has and will provide true, accurate and complete information with regard to audits, claims, and assessments as required by the **Company**;

7. The **Application**, including any attachments, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this policy, will be kept on file by the **Company**, deemed attached to this policy as if physically attached to it and shall become incorporated in and constitute a part of this policy;

8. If such representations or such information are not true, accurate and complete, this policy shall be null and void in its entirety and the **Company** shall have no liability hereunder.

L. Severability

With regard to the information provided on any insurance **Application** or with regard to knowledge of any **Wrongful Acts** or **Claims** as referenced in this policy, only facts pertaining to and knowledge possessed by any of the offices of the **Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person whose signature appears on any **Application**, shall be imputed to the **Insured**.

M. Changes to the Policy

Notice or knowledge possessed by any person will not effect a waiver or a change in any part of this policy or estop the **Company** from asserting any rights under the terms of this policy; nor will the terms of this policy be waived or changed except by written endorsement issued to form a part of this policy.

N. Authorization

The **First Named Insured** is responsible for assurance of payment of all premiums and **Retentions**. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium, and purchasing an Extended Reporting Period. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to negotiation of settlements and the decision to appeal or not to appeal any judgment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section A Limits of Insurance of the policy is amended to add the following:

If any **Wrongful Act** that is covered by the policy is also covered to any extent by another policy also issued by the **Company** or any of its parents, subsidiaries or its affiliates to the **Named Insured**, the total liability of the **Company** or its parents, subsidiaries or its affiliates under either or both policies for the **Wrongful Act** shall not exceed the largest Total Limit of Insurance available under either policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS – PERSONS INSURED CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION V – DEFINITIONS, Section L.3. of the policy is deleted in its entirety and replaced by the following:

3. Any **Named Insured's** and **Subsidiary's** partners, officers, directors, employees and independent contractors, but only with respect to their activities within the scope of their duties in such capacity in the performance of **Insured Services** by the **Named Insured** or any **Subsidiary**; and

SECTION V – DEFINITIONS, Section L. 4. of the policy is deleted in its entirety and replaced by the following:

4. Any **Named Insured's** and **Subsidiary's** former partners, officers, directors, employees and independent contractors, but only with respect to their activities within the scope of their duties in the capacity of the **Named Insured's** partner, officer, director, employee or independent contractors in the performance of **Insured Services** by the **Named Insured**.

SECTION III – EXCLUSIONS, Section, B. 4. of the policy is deleted in its entirety and replaced by the following:

The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** made by:

4. Any present, former or prospective employees, independent contractors, officers or directors of any **Insured** when the **Claim** is in any way related to the present, former or prospective employment or independent contract relations between the claimant and any **Insured**.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFRINGEMENT OF COPYRIGHT/TRADEMARK SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION I – INSURING AGREEMENTS, Section A.2 of the policy is amended to add the following:

2. For the purposes of this policy of insurance, “**Wrongful Act**” shall mean the following conduct or alleged conduct by an **Insured**, or any person or organization for whom an **Insured** is legally liable:

- g. Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
- h. Infringement of copyright, false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract;
- i. **Piracy, Unfair Competition** or other misuse of intellectual property right in **Content**, but only when alleged in conjunction with the types of **Claims** named in g. and h. above.

SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section A.3., Sub-Limits, of the policy is amended to add the following:

Copyright/Trademark

The most the **Company** will pay for all **Damages** and **Claim Expense** for **Claims** arising out of any actual or alleged infringement of copyright, infringement of trade mark, trade dress, trade name, service mark, service name, title or slogan or **Piracy, Unfair Competition** or other misuse of intellectual property

right in **Content** shall be \$250,000 , no matter how many:

- (1) **Insureds** this policy covers;
- (2) **Claims** are made;
- (3) Persons or organizations make **Claims**; or
- (4) **Wrongful Acts** are committed.

This sub-limit shall be part of, and not in addition to, the Total Limit of Insurance stated in Item 5.b. of the Declarations. Payment for **Claim Expense** or **Damages** to which a sub-limit applies will reduce the Total Limit of Insurance available to pay **Claims** covered under this policy.

SECTION III – EXCLUSIONS, Section A.3 of the policy is deleted in its entirety and replaced by the following:

The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

- 3. Infringement, misappropriation or theft of:
 - a. Patent; or
 - b. Trade secrets.

SECTION V – DEFINITIONS of the policy is amended to add the following:

“**Content**” means printed, audio, visual, digital or informational material.

“Piracy” means the wrongful use, reprinting or reproduction of copyrighted intellectual property.

“Unfair Competition” means the misuse of an intellectual property right in **Content**.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSULTANTS CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION III – EXCLUSIONS, Section A of the policy is amended to add the following:

- A.** The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

Advice about or selection of any investment advisor, investment manager, custodial firm or similar firm by any **Insured**.

Advice about, promise or guarantee of the future performance or value of investments, or rate of return or interest by any **Insured**.

Loss of or fluctuation in the value of any monies or securities.

Commingling or improper use of funds.

Failure of investments to perform as expected or desired.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD OPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

The Extended Reporting Period options and the respective percentage of the Net Variable Premium, as stated in Item 7. of the Declarations Page that the **First Named Insured** must pay to purchase the Extended Reporting Period are:

One Year = 100%

Two Years = 150%

Three Years = 200%

Four Years = 225%

Unlimited = 250%

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION VI – GENERAL CONDITIONS, Section F Subrogation and Recovery of the policy is amended to add the following additional paragraph after **F.2**:

The **Company** hereby waives any of its rights to pursue recovery in a subrogation action against all clients of any **Insured** hereunder, where such waiver of subrogation by the **Company** is a contractual requirement for services performed under a written agreement between an **Insured** and any client of the **Insured**. This waiver of subrogation rights by the **Company** shall apply only with respect to clients of any **Insured**, and not to others, associated with any **Claim** brought against any **Insured** for services performed under a written agreement between the client and an **Insured**.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OWNED PROPERTY CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION III – EXCLUSIONS, Section A. of the policy is amended to add the following:

- A.** The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

The performance of **Insured Services** involving any property in which the **Insured** or any of the **Insured's Direct Relatives** have or had an ownership or equity interest as an individual, partner, shareholder or fiduciary. "**Direct Relatives**" means any of the following (including step-relations or relations by adoption): **Insured's** parent, grandparent, siblings, children or **Insured's** spouse and **Insured's** spouse's parents, grandparents, siblings or children.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION VI – CONDITIONS, Section I. Cancellation and Nonrenewal is deleted in its entirety and replaced by the following:

I. Cancellation and Nonrenewal

1. Cancellation

a. The **First Named Insured** may cancel this policy by mailing or delivering written notice of cancellation to the **Company** or the **Company's** authorized representative, at the address shown on the Declarations Page of this policy. Such notice of cancellation will state the effective date of cancellation or, if no effective date is stated, the effective date of cancellation shall be thirty (30) days after receipt of notice. The **Policy Period** will end on that date.

b. The **Company** may cancel this policy by mailing or delivering to the **Named Insured** and to the agent or broker of record, written notice of stating the reason for cancellation at least:

- (1) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium for fraud; or
- (2) Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.

c. If this policy has been effective for more than sixty (60) days or is a renewal policy, only an occurrence of one or more of the following after the effective date of the policy will be considered grounds for cancellation:

- (1) Nonpayment of premium, including payment due on a prior policy issued by the **Company** and due during the current policy term covering the same risks;
- (2) A judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of the state of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
- (3) Discovery of fraud or material misrepresentation by either the **Named Insured** or the **Insured's** representative in obtaining the insurance or the **Named Insured** or the **Named Insured's** representative in pursuing **Claim** under the policy;
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or the **Named Insured's** representative, which materially increase any of the risks insured against;

- (5) Failure by the **Named Insured** or the **Named Insured's** representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of policy issuance or that were conditions precedent to the use by the **Company** of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
 - (6) A determination by the Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the **Company**. A certification made under penalty of perjury to the Commissioner by an officer of the **Company** of the loss of, or change in, reinsurance and that the loss or change will threaten the financial integrity or solvency of the **Company** if the cancellation of the policy is not permitted shall constitute this determination unless disapproved by the Commissioner within thirty (30) days of the filing. There shall be not extensions to this thirty (30) day period;
 - (7) A determination by the Commissioner that a continuation of the policy coverage would place the **Company** in violation of the laws of the state of California or the state of the **Company's** domicile or that the continuation of coverage would threaten the solvency of the **Company**;
 - (8) A change by the **Named Insured** or the **Named Insured's** representative in the activities or property of the commercial or industrial enterprise that results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased or changed risk is included in the policy.
- d. If this policy is canceled, the **Company** will send the **Named Insured** any premium refund due. If the **Company** cancels, the refund will be the pro rata unearned amount of the annual premium. If

the **Named Insured** cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the **Named Insured** is not a condition precedent to cancellation. In the event of cancellation of this policy, any return premium due the **First Named Insured** will be refunded within eighty (80) business days.

2. Nonrenewal

The **Company** may elect not to renew this policy by mailing, by certified mail with return receipt, or delivering written notice of nonrenewal to the **Named Insured** at the address shown on the Declarations Page of this policy, with a copy to the agent or broker of record on the policy. The **Company** will mail or deliver the notice at least sixty (60) days, but not more than one hundred twenty (120) days, before the expiration of the policy.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing. The notice period will be extended by an additional ten (10) days to allow for mailing time.

Notice of nonrenewal as described in this provision will not be required for any of the following situations:

- a. Transfer or renewal of a policy without changes between insurers of the same group;
- b. Extension of the policy of ninety (90) days or less after notice of nonrenewal has been sent;
- c. The **Insured** has obtained or agreed to obtain replacement coverage within sixty (60) days of termination;
- d. For a sixty (60) day policy, where notice of renewal is given at the time the policy was issued;
- e. The **Insured** requests a change in terms, conditions or risks covered by the policy

within sixty (60) days prior to the end of the Policy Period; or

- f. The **Company** has made a written offer sixty (60) days prior to the end of the policy term to renew under different terms.

SECTION VI – CONDITIONS of the policy is amended to add the following:

O. Renewal With Altered Terms

If renewal of this policy will be based on a rate increase of twenty-five percent (25%) or more, increase in **Retention**, reduction of limits or elimination of coverage(s), the **Company** will provide the **First Named Insured** at least sixty (60) days, but not more than one hundred twenty (120) days, advance notice of such change(s) prior to the expiration of the policy. The notice will be mailed via certified mail or delivered to the **First Named Insured** at the address shown on the Declarations Page of this policy. The notice period will be extended by an additional ten (10) days to allow for mailing time. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

All other terms and conditions of this policy remain unchanged.

Bewilder, Inc
1840 N Kenmore Ave
Apt 204
Los Angeles, CA 90027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2022

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).

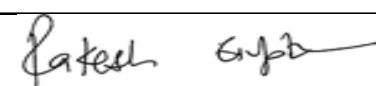
PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:		
	PHONE (A/C, No, Ext):	844-472-0967	FAX (A/C, No): 203-654-3613
INSURED Bewilder, Inc 1840 N Kenmore Ave Apt 204 Los Angeles, CA 90027	E-MAIL ADDRESS:	customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company		10391
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR			N9UM753255	08/26/2022	08/26/2023	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Professional Liability (Errors & Omissions): Claims-Made						E.L. DISEASE - POLICY LIMIT \$
							Per Occurrence/Aggregate

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

CERTIFICATE HOLDER	CANCELLATION
Bewilder, Inc 1840 N Kenmore Ave Apt 204 Los Angeles, CA 90027	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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Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(l)

With respect to the Agreement/Contract (Number _____) between Camino Nuevo Charter Academy ("CHARTER SCHOOL") and the individual, company, or contractor Bewilder ("VENDOR") for provision of services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- ☐ A. The VENDOR hereby certifies to the CHARTER SCHOOL's Governing Board that it has completed the criminal background check requirements of California Education Code (Ed. Code) section 45125.1, that it has determined that none of its employees that may come into contact with CHARTER SCHOOL students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the VENDOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- ☐ B. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Ed. Code section 49406. VENDOR requires all new employees to provide VENDOR with certificate of tuberculosis clearance dated within the 60 days prior to initial employment. VENDOR maintains current TB clearances for all such employees.
- ☐ C. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all VENDOR employees whose assignment at the CHARTER SCHOOL requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Ed. Code section 47605(l).

List below, or attach, the name and other information for each vendor employee for whom VENDOR has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
Yvonne Leow	6/16/2023	10/31/2026	
Anna Szimhart	6/23/2023	10/31/2026	
Rebekah Geiselman	7/03/2023	10/31/2026	
Naiseyi Martinez	6/24/2023	10/31/2026	
Sofia Sioris	6/22/2023	10/31/2026	
Adrean Barrios	6/21/2023	10/31/2026	
Morgan Taylor	6/26/2023	10/31/2026	
Markesha Chatfield	6/20/2023	10/31/2026	
Mason Conrad	6/17/2023	10/31/2026	
Eric Solis	6/19/2023	10/31/2026	
Rose Di Nardo	6/23/2023	06/26/2026	
Antoinette Laviolette	6/23/2023	06/05/2026	

WAIVER JUSTIFICATION:

Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

- ☒ D. The VENDOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Ed. Code section 45125.1 et seq.
- ☒ The VENDOR and its employees will NOT have any interaction with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. [Ed. Code § 45125.1(a).]
- ☒ The VENDOR, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the VENDOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Ed. Code § 45125.2 (a).]
- Check all methods to be used:**
- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☒ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
- ☒ 3) Surveillance of employees of the VENDOR by school personnel
- ☒ The services provided by the VENDOR and its employees are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Ed. Code § 45125.1(b).]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the CHARTER SCHOOL with current and complete information along with the employee list, throughout the duration of services provided by VENDOR.

	Yvonne Leow	CEO	6/26/2023
Authorized Vendor Signature	Printed Name	Title	Date