

GENERAL CONDITIONS CYBERCONTRACT

Version: 2.0 EN



Important notices

In consideration of the payment of the annual premium and subject to all of the provisions of this policy the insurer and the policyholder agree as follows:

Any claim against an insured or the insurer, infringement upon the data protection, violation of the data protection law, any news fact, any extortion, cyber theft, interruption of the business activities or any claim on the cover legal assistance must be raised to the respective insurer or to CyberContract as its mandated intermediary within the policy period or discovery period according to the provisions of the present policy.

Verzekeraars:

Cyber security:
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Pleinlaan 11
1050 Brussel
BELGIE

Option legal assistance:
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Prins Boudewijnlaan 45
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BELGIE

Unless otherwise stated in the special conditions or general conditions.

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CyberContract CVBA.

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SECTION 1. Network interruption

1.1 Network interruption insurance

The Insurer will pay any network loss which is an exclusive result of a security failure or system failure incurred by the company (not exceeding the sublimit stated in the specific conditions) and after the waiting hours period has expired and in respect of the material interruption.

1.2 Definitions

1.2.1 Material interruption

means any material interruption in, or suspension of, the service provided by the computer system directly caused by a security failure or a system failure.

1.2.2 Security failure

means an interference or intrusion of the computer system, which including, without limitation, results in, or fails to mitigate any unauthorized access, unauthorized use, a denial-of-service attack or receipt or transmission of a malicious code. Security failure includes as well:

- Any possible interference or intrusion as a result of a non-electronic theft of a password or a network access code:
 - a. in insured's premises,
 - b. of a company's computer system,
 - c. of a responsible, a manager, a director or officer or an employee of the insured.

which constitutes a direct violation of the specific, written security policy or the security procedures of the insured;

- a disclosure of data as a result of a physical theft or a loss of hardware under the control of the insured, or components of this hardware;
- a disclosure of data caused by an employee of the insured.

1.2.3

Network loss

means the reduction in net profit before taxation earned by the company in the period from the expiration of the waiting hours period until service is restored (but in any event no later than 120 days after the commencement of the material Interruption) that, but for the material interruption, the company would have earned and which is attributable to a loss of revenue before payment of income taxes and after accounting for savings and reasonable mitigation.

Network Loss in this context excludes losses arising from claims made by third parties for whatever reason but not a reduction in revenue by virtue of a contractual reduction in payments for the service or service credits paid by the insured.

1.2.4 System Failure

means any unintentional and unplanned outage of a computer system.

1.2.5 Waiting hours period

means the number of hours set forth in the specific conditions that must elapse once a material Interruption has begun before a network loss can begin to be incurred.

1.3. Exclusions:

This extension shall not cover a network loss arising out of, based upon or attributable to any of the following:

1.3.1

Government entity or public authority

Any seizure, confiscation, nationalization, or destruction of a computer system by order of any government entity or public authority, except as a result of an administrative inquiry by a regulator.

1.3.2

Specific network interruption conditions

- (i) network or systems interruption caused by loss of communications with a third party computer system, resulting in the inability of the company to communicate with those systems;
- (ii) legal costs or legal expenses of any type;
- (iii) updating, upgrading, enhancing or replacing any computer system to a level beyond that which existed prior to sustaining network loss;
- (iv) unfavorable business conditions; a modification in the market situation affecting the business results in a negative way;
- (v) the removal of software program errors or vulnerabilities.

1.4. Notice

In addition to the requirements to give notice under this policy, and before coverage will apply, each Insured must also:

- (i) complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of any network loss (unless this period is otherwise extended in writing by the insurer) which will detail a full description of the network loss and the circumstances of such network loss. The written proof should also include a detailed calculation of any network loss and all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the network loss;
- (ii) upon the Insurer's request, submit to an examination; and
- (iii) waive professional privilege and shall provide the insurer on an ongoing basis with any cooperation and assistance that the Insurer may request, including assisting the insurer in:
 - a. any investigation of a security failure, system failure or network loss;
 - b. enforcing any legal rights the company or the Insurer may have against anyone who may be liable to an Insured for a security failure;
 - c. executing any documents that the insurer deems necessary to secure its rights under this policy; and
 - d. any calculation or appraisal conducted by or on behalf of the Insurer pursuant to this network interruption extension.

After:

- (A) the presentation of the satisfactory written proof of Network Loss as provided for in (i), (ii), and (iii) above by the Insured; and
- (B) the subsequent written acceptance thereof by the insurer, all adjusted claims are due and payable forty five days (45) thereafter. The costs and expenses of establishing or proving an insured's loss under this network interruption extension, including, without limitation, those associated with preparing the proof of loss, shall be the obligation of the insured and not covered under this policy.

1.5. Net profit calculations

In determining the network loss for the purpose of ascertaining the amount payable under this network interruption extension, due consideration shall be given to the prior experience of the company's business before the beginning of the security failure or system failure and to the probable business an insured could have performed had no security failure or system failure occurred. Network loss calculations shall not include, and this policy shall not cover, net income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the impact of security failures on other businesses. Calculations shall be on an hourly basis and based on such an insured's actual net profit loss caused by a reduction in revenue or increase in charges and expenses directly attributable to the material interruption.

1.6. Appraisal

If the Company and the Insurer disagree on the extent of Network Loss, either may make a written demand for an appraisal of such Network Loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an expert who has not less than ten (10) years' standing and who is a partner in a major international accounting firm, experienced in assessing Loss. Each appraiser will separately state the extent of Network Loss. If they fail to agree, they will submit their differences to the expert. Any decision by the expert will be final and binding.

The company and the insurer will (i) pay their own respective chosen appraiser and (ii) bear the expenses of the expert equally. Any appraisal of Network Loss shall be calculated in accordance with all terms, conditions and exclusions of this policy.

SECTION 2. Data liability and network security

2.1 Data liability and network security

2.1.1

Loss of personal data

The insurer will pay to or on behalf of any insured all damages and defence costs which arise out of a claim by a data subject against the Insured in respect of an actual or alleged qualifying breach of personal information.

2.1.2

Loss of corporate data

The Insurer will pay to or on behalf of any insured all damages and defence costs which arise out of a claim by a third party against the Insured in respect of an actual or alleged qualifying breach of corporate information.

2.1.3 Outsourcing

The insurer will pay to or on behalf of any company all damages and defence costs which arise out of a claim by a third party against an outsourcer (where the company has a contractual duty to indemnify) and which arises from any actual or alleged breach of duty by the outsourcer in regards to the processing of personal information and/or corporate information on behalf of the company (for which the company is liable).

2.1.4

Data liability and network security

The insurer will pay to or on behalf of any insured all damages and defence costs which arise out of a claim by a third party against the Insured which is caused by a failure or violation of the security of the company's computer system, including but not limited to

- (i) the introduction of any unauthorized software, receipt or transmission of computer code or virus,
- (ii) the denial of access to an authorized third party to its data;
- (iii) the destruction, modification, corruption, damage or deletion of third party data stored on any computer system;
- (iv) the physical theft of the company's assets by a third party, or its physical loss;
- (v) the disclosure of the third party data by an appointed company.

2.2 Administrative obligations

2.2.1 Data administrative investigation

The insurer will pay to or on behalf of any insured all professional fees (not to exceed the sublimit stated in the special conditions) for legal advice and representation in connection with any regulatory investigation based upon an actual or alleged breach of data protection legislation.

2.2.2 Data administrative fines

The insurer will pay to or on behalf of any Insured all data administrative fines (not to exceed the Sublimit stated in the special conditions) that the insured is legally obligated to pay upon the conclusion of a regulatory investigation arising out of a breach of data protection legislation.

2.3 Reputation and Response costs

2.3.1 Pro-active Forensic services

The insurer will pay to or on behalf of any company all professional fees (not to exceed the Sublimit in the specific conditions) of forensic cyber risk specialists for the purpose of substantiating whether a qualifying breach of data security has occurred/is occurring and identifying the cause of the breach and for making recommendations as to how this may be prevented or mitigated.

Such professional fees can only be incurred from the date of notification to the Insurer in accordance with clause 5.1.

2.3.2
Protection of the
company's reputation

The Insurer will pay to or on behalf of any company all professional fees (not to exceed the Sublimit stated in the special conditions) of independent advisors (including, but not limited to, legal advice concerning media strategy, crisis consulting and independent public relations services) for the management of any action reasonably required to prevent or mitigate the potential adverse effect of a newsworthy event including the design and management of a communications strategy.

Such professional fees can only be incurred from the date of notification to the Insurer in accordance with clause 5.1 to the date falling 185 days after such notification.

2.3.3
Protection of the
individual's reputation

The Insurer will pay to or on behalf of any director, chief compliance officer, data protection officer or general counsel of a company all professional fees (not to exceed the Sublimit stated in the specific conditions) for advice and support from an independent public relations consultant, in order to mitigate or prevent damage to their individual (personal and professional) reputation due to an actual or alleged qualifying breach of data security or breach of data protection legislation.

Such professional fees can only be incurred from the date of notification to the Insurer in accordance with clause 5.1 to the date falling 185 days after such notification.

2.3.4
Notification of those
involved

The Insurer will pay to or behalf of the insured all professional fees (not to exceed the Sublimit stated in the special conditions) in relation to the investigation, collation of information, preparation for and notification to data subjects and/or any relevant regulator, whether legally compulsory or voluntary, of any alleged or actual qualifying breach of data security or breach of data protection legislation occurring on or after the retroactive date of the policy.

2.3.5

Credit and ID monitoring

After notification of the data subjects under cover 2.3.4, the insurer will pay to or behalf of the insured:

- all professional fees in relation to credit or identity monitoring services for possible misuse of any personal information as a result of an actual or alleged qualifying breach of data security
- the reasonable and necessary premium of an ID theft insurance

Such fees, costs and expenses (including premium) shall only be paid by the insurer for data subjects who request and / or activate within ninety (90) days after the reception of the notification agreement cover 2.3.4 – notification costs to the data subjects under this cover and cover 2.3.5 – credit and identity monitoring, the credit and identity theft monitoring services and identity theft insurance. The credit and identity monitoring shall only cover the data subjects during a period of two (2) years starting from the date of activation.

2.3.6 Data restoration

The insurer will pay to or on behalf of the company all professional costs (not to exceed the sublimit stated in the special conditions) incurred by the insured to:

- (i) determine whether data, including data held on behalf of a third party, can or cannot be restored, recollected or recreated;
- (ii) recreate or recollect data held by the company, including data held on behalf of a third party, where backup systems fail to capture such data or it is corrupted or lost; and
- (iii) recreating and reloading of licensed software operated by the company at the time of a security failure or system failure, when the licensed software is not readable anymore.

2.4 Multimedia liability

2.4.1 Multimedia liability

The Insurer will pay to or on behalf of any company all damages and defense costs (not to exceed the sublimit stated in the specific conditions) which arise out of a claim by a third party against the company solely in the performance of or failure to perform multimedia activities arising from the following alleged or actual wrongful acts:

(i) defamation, including but not limited to libel, slander, or disparagement of trade reputation or the character of any person or organization, or infliction of emotional distress or mental anguish arising from the foregoing;

unintentional infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name or domain name;

(ii) plagiarism, piracy or misappropriation or theft of ideas or information;

(iii) invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;

(iv) unfair competition, but only if alleged in conjunction with any of the acts listed in (i) – (iii) above; or

(v) liability arising out of the insured's negligence in respect of any digital media content

(vi) wrong correction or hide of one of the acts listed above in (i) – (iv)

2.4.2 Definitions

2.4.2.1

Multimedia activities

means the publication or broadcast of any digital media content.

2.4.2.2

Digital media

digitalized content, including text, images, audio and video, which are transferable over the internet or computer network.

2.4.3 Exclusions

2.4.3.1

Product descriptions

This extension shall not cover loss arising out of, based upon or attributable to the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services and any cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance standards.

This exclusion will not apply if such changes were made by a third party by means of an unauthorized access.

2.4.3.2

Financial data

This extension shall not cover loss arising out of, based upon or attributable to errors made in any financial data that the company publicizes including, but not limited to, the company's annual report and accounts and any communications to the stock market.

This exclusion will not apply if such changes were made by a third party by means of an unauthorized access.

2.4.3.3

Software Copyright

This extension shall not cover loss arising out of, based upon or attributable to copyright infringement concerning software, source code or software licenses.

2.5 Cyber extortion

2.5.1 Cyber extortion

The insurer will pay to or on behalf of the insured all extortion loss (not to exceed the sublimit stated in the specific conditions) that an insured incurs solely as a result of an extortion threat.

2.5.2 Definitions

2.5.2.1 Extortion threat

means any threat or connected series of threats, communicated to the insured to prevent a security threat.

2.5.2.2 Security threat

means any threat to the computer system that may result in an actual or alleged qualifying breach of data security causing financial harm to the company.

2.5.2.3 Extortion loss

- (i) monies paid by an insured with the Insurer's prior written consent to prevent or end an extortion threat in case the latter is made for the purpose of demanding monies; and/or
- (ii) professional fees for independent advisors to conduct an investigation to determine the cause of an Extortion Threat and/or help resolve an extortion threat.

2.5.3 Exclusions

2.5.3.1 Government entity or public authority

This extension shall not cover any extortion Loss arising out of, based upon or attributable to any extortion Threat made by any government entity or public authority.

2.5.3.2 Conditions

The insured shall use its best efforts at all times to ensure that knowledge regarding the existence of the insurance for extortion loss afforded by this policy is kept confidential. If the existence of insurance for extortion loss provided by this policy enters into the public domain or is revealed to a person presenting a security threat through no fault of the Insurer, the Insurer may terminate the insurance provided by this policy for extortion loss with immediate effect from the date this knowledge enters into the public domain or is revealed to any person presenting a security threat.

The insured shall allow the insurer (or the insurer's nominated representatives) to notify the police or other responsible law enforcement authorities of any extortion threat.

2.6 Cyber theft

The insurer will pay to the insured all loss (not to exceed the sublimit stated in the specific conditions) that an insured incurs solely as a result of a cyber theft.

2.7 Telephone hacking

The insurer shall pay to the insured company all call charges, excluding every other loss, assignable to the company as a result of unauthorised access or unauthorised use of their telephone system.

SECTION 3. Definitions

3.1 Inception date

means the date specified in the specific conditions.

But never before the first premium is received on the account of the insurer or mandated intermediate CyberContract.

3.2 Data subject Access Request

means a written request from a data subject to the company regarding the mandatory production of:

- (i) personal information held which identifies such individual person;
- (ii) the reason such personal information has been collected or processed;
- (iii) the recipients or classes of recipients to whom such personal information has been or may be disclosed; and
- (iv) the source of such personal information.

3.3 Corporate information

means:

- (i) any confidential information, which is the exclusive intellectual property of a third party including but not limited to budgets, customer lists, marketing plans and other information the release of which would be advantageous to a competitor and which is otherwise not available to such competitors;
- (ii) any information which is confidential or which is subject to legal professional privilege to which a third party is entitled, including but not limited to any confidential information supplied to a solicitor, accountant or other professional advisor in the course of his or her professional duties, which is otherwise not in the public domain; or
- (iii) any information which is lawfully disclosed to the company and which is lawfully received by the company in circumstances which impose a legal obligation to keep the information confidential or which is provided to the Company pursuant to a written confidentiality agreement,

and which has been lawfully collected and maintained by or on behalf of the company.

3.4 Data subject

means any natural person whose personal information has been collected or processed by or on behalf of the company.

For clarification purposes any past present or future directors, officers or employees will be considered as a third party for any claims based upon or arising out of a qualifying breach of personal information.

3.5 Asset

means any item or element of hardware, software or equipment that is or may be used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting electronic data of any type (including voice).

3.6 Computer system

means information technology and communications systems, networks, services and solutions (including all assets) that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions which are leased or made available to or accessible by the company or which are provided to the company's exclusive and secure usage for the purpose of its business.

3.7 Cyber theft

- Loss of money, negotiable instruments due to an unauthorized transfer;
 - Loss of tangible goods due to an unauthorized delivery;
- resulting from an unauthorized access of the Insured's Computer System by a Third Party.

3.8 Cyberterrorism

means the premeditated use of disruptive activities against any computer system or network, or the explicit threat to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

3.9 Data protection officer

means person who is designated by the company as the person responsible to implement, monitor, supervise, report upon and disclose the company's regulatory compliance standards with respect to data collection, data processing and delegation of data processing.

3.10 Third party

means any natural person or entity which neither controls or is controlled by the insured and which is not: (i) an insured; or (ii) any other natural person or entity having a significant financial investment or executive role in the operation or management of the company; (iii) any person or entity who can by virtue of any legal, equitable or commercial right or interest control or influence the board of directors or the management of the company or which can be influenced or controlled by the company in a similar manner.

3.11 Subsidiary

means any entity in which the policyholder, either directly or indirectly through one or more of its other entities:

- (i) controls the composition of the board of directors;
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share or equity capital.

For any subsidiary or any insured thereof, cover under this policy shall only apply to a breach of data protection legislation or an act, error, or omission resulting in a qualifying breach of data security committed while such entity is a subsidiary of the policyholder.

3.12 Third party data

means:

- (i) corporate information;
- (ii) any private information concerning a natural person, which has been lawfully collected and maintained by or on behalf of a Third Party;
- (iii) any other information of a commercial, business or operational nature belonging to a third party,

and which is held by the Company under a contractual obligation between the Company and a third party in the course of provision of services.

3.13 Identity theft insurance

An identity theft insurance issued by an insurer, with prior written consent of the insurer, offered to the data subjects whose personal information has been compromised

3.14 Qualifying breach of corporate information

means the unauthorized disclosure or transmission of corporate information by an insured or a third party for which the company is responsible.

3.15 Qualifying breach of personal information

means unauthorized disclosure or transmission by an insured or a third party of personal information for which the company is responsible as either a data processor or a data Controller as defined under any applicable data protection legislation.

3.16 Qualifying breach of data security

means the unauthorized access by a third party or employee to the company's computer system or use or access of the company's computer system outside of the scope of the authority granted by the company.

3.17 Information commissioner

means any member of, or expert appointed by the Commission for the Protection of Privacy, or position that replaces such a role under laws and regulations relating to the regulation and enforcement of data protection and privacy and any equivalent position in any other jurisdiction.

3.18 Annual premium	means the amount as specified in the specific conditions.
3.19 Newsitem	means the actual or threatened public communication or reporting in any media which arises directly out of an actual or potential or alleged breach of data protection legislation or a qualifying breach of data security which is likely to bring the company into disrepute or tarnish its reputation and damage its goodwill amongst the community of people or businesses who are its customers or suppliers or with whom the company habitually deals with in the course of its business.
3.20 Outsourcer	means a natural person or entity which collects or processes personal information or corporate Information on behalf of the company, whether based on an express contractual agreement or under a legal requirement.
3.21 Personal information	means any private information concerning a data subject which has been lawfully collected and maintained by or on behalf of the company.
3.22 Professional fees	means the reasonable and necessary fees, costs and expenses of experts engaged by the Insured in accordance with the terms of this policy and with the prior written consent of the insurer.
3.23 Regulator	means an information commissioner or statutory body established pursuant to data protection legislation in any jurisdiction and which is authorised to enforce statutory obligations in relation to the processing or control of personal information (or where relevant, Corporate Information).
3.24 Loss	<ul style="list-style-type: none"> (i) Damages, defence costs, professional fees, data administrative fines; and (ii) Extortion Loss; (iii) Network loss; (iv) Cyber theft. (v) Loss due to multimedia liability and loss as a result of hacking of the phone system, if purchased by the insured and noted in the specific conditions. <p>Loss shall not mean any compensation, internal or overhead expenses of any insured or the cost of any insured's time, subject to the cover stated in section 1 – network interruption.</p>

3.25 Claim

means the receipt by or service upon the insured of:

- (i) an enforcement notice;
- (ii) a written demand seeking a legal remedy;
- (iii) a demand or notification of civil, regulatory, administrative or criminal proceedings seeking legal remedy, compliance or other sanction; or
- (iv) a written demand by a regulator in connection with a regulatory investigation (in respect of insurance cover 2.2 (administrative obligations) only).

Claim shall not include any (i) data subject access request; or (ii) allegation brought by or on behalf of any director, partner, principal, chief compliance officer, data protection officer or general counsel of the company unless they are a data subject and only in their capacity as data subject.

3.26 Damages

(a) any amount that an insured shall be legally liable to pay to a third party in respect of judgments or arbitral awards rendered against an Insured;

(b) monies payable by an Insured to a third party pursuant to a settlement agreement negotiated by the company and which is approved by the insurer,

pursuant to an act, error or omission on the part of an insured,

including but not limited to punitive, multiple, exemplary damages insurable by law which most favors coverage for such punitive, multiple, exemplary damages

damages shall not mean and this policy shall not cover any: (i) non-compensatory damages, including or liquidated damages; (ii) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (iii) costs or other amounts that the insured are responsible for under a merchant services agreement; or (iv) discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the insured's customers or clients.

3.27 Telephone system

PXB or electronic key system, with or without accessories like voicemail, automatic phone answering machine and automatic call system, which are property of, operated by, managed or controlled by, or fully leased by the insured. This cover shall also apply for new telephone systems taken into use after the inception of the policy providing that these have at least an equal protection level to the replaced systems.

3.28 Discovery period

The extra period of time, specified in article 9.15 during which the insured may give the Insurer written notice of a claim first made during such period of time, but only in respect of losses which occurred during the policy period.

3.29 Company

means the policyholder and any subsidiary.

3.30 Defence costs

means reasonable and necessary legal fees, costs and expenses which the Insured incurs, with the prior written consent of the insurer, in relation to the investigation, response, defence, appeal and/or settlement of a Claim made against the insured.

Defence costs shall not mean any internal costs of the insured (e.g., wages, salaries or other remuneration).

3.31 Insurer(s)

Unless otherwise stated, insurer means:

- when it comes to section 8 legal assistance: Euromex
- When it comes to every other cover: AIG Europe Ltd., Belgium branch

If the term 'insurers' is used in the text, it refers to both of them individually.

3.32 Retention

means the amounts specified in the specific conditions.

3.33 Insured

means:

(i) the company;

(ii) any natural person who is or has been a director, principal, partner or officer (including but not limited to any chief compliance officer, data protection officer or general counsel) of the company to the extent such person is acting in such capacity;

(iii) any employee of the company; and

any estates or legal representatives of any insured described in (i), (ii) and (iii) of this definition to the extent that a claim is brought against them in respect of an act, error or omission of such insured.

3.34 Policy period

Means the period starting from the retroactive date of the policy until the date of no extension of the policy.

3.35 Policyholder

means the entity specified as such in the specific conditions.

3.36 Enforcement notice

means a notice from a regulator requiring the company to:

- (i) confirm compliance with the applicable data protection legislation;
 - (ii) take specific measures to comply with the applicable data protection legislation; or
 - (iii) refrain from processing any specified personal information or third party data;
- within a specified time period.

3.37 Exemption

means the amount specified in the specific conditions.

3.38 Data protection legislation

means the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data and any subsequent legislation that alters, repeals or replaces such Act and any and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and privacy in any country.

3.39 Breach notice law

means any data protection legislation that creates a legal obligation to give notice in respect of an actual or potential breach.

3.40 Regulatory investigation

means any formal or official action, investigation, inquiry or audit by a regulator against an insured arising out of the use or alleged misuse of personal information or any aspects of the control or processing of personal information or delegation of data processing to an Outsourcer which is regulated by data protection legislation, but shall not include any industry-wide, non-firm specific, inquiry or action.

SECTION 4. Exclusions

The insurer shall not be liable for loss arising out of, based upon or attributable to:

4.1 Antitrust

any actual or alleged antitrust violation, restraint of trade or unfair competition. This exclusion shall not apply to clause (v) of section 2.4.1 multimedia liability if purchased;

4.2 Contractual liability

any guarantee, warranty, contractual term, penalty or liability assumed or accepted by an Insured under any contract or agreement (including but not limited to any service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the insured's customers or clients) except to the extent such liability would have attached to the insured in the absence of such contract or agreement; This exclusion shall not apply to section 1 – network interruption.

4.3 Prior claims and circumstances

any circumstance that, as of the inception date of this policy, may reasonably have been expected by any Insured to give rise to a claim, or any claim made or circumstance notified prior to or pending at the Inception date of this policy;

4.4 Data Risk

any data which is materially different in quality, sensitivity or value from that which is disclosed in any proposal, information or representation made or provided to the Insurer prior to the inception date;

4.5 Trading losses

Any trading losses or trading liabilities; money and securities; monetary value of any electronic fund transfers or transactions by or on behalf of the insured which is lost, diminished or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount.

This exclusion shall not apply to trading losses and trading liabilities caused by a security failure.

4.6 Intellectual property

- a) any infringement of patents or misappropriation of trade secrets or to loss of rights to secure registration of patents due to an unauthorized disclosure
- b) any infringement of any other intellectual property rights. This exclusion 4.6.b) shall not apply to Insurance cover 2, 2.1.2 Loss of corporate information or 2.4 Multimedia liability
- c) any actual or alleged obligation to make licensing fee or royalty payments.

4.7 Body injury and property damage

any:

- (i) physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury arising from any breach of data protection legislation by the company; or
- (ii) loss or destruction of tangible property, other than third party Data, or loss of use thereof; or
- (iii) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;

4.8 Criminal acts

Any criminal, dishonest, malicious or fraudulent act, error or omission, or any willful disregard or non-compliance with a ruling or law committed by an insured ;

The insurer shall pay any of the defense costs on behalf of the insured under the policy until the court, mediator or supervisor declared the insured guilty to an unfair, criminal or fraudulent act, error or omission. After above-mentioned declaration, the insurer has the right to claim any prior paid sum to the insured under the policy.

This exclusion shall not apply if committed by an appointed of the insured without knowledge, approval or assistance of the directors, principals, partners, chief compliance officer, data protection officer or general counsel of the company.

4.9 Unauthorised or unlawfully collected data

Unauthorised or unlawful collection of data of a third party by the insured.

This exclusion shall not apply if committed by an appointed of the insured without knowledge, approval or assistance of the directors, principals, partners, chief compliance officer, data protection officer or general counsel of the company.

4.10 Uninsurable loss

any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a claim is brought or where any insuring clause or extension is triggered.

4.11 Conduct

Any willful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a regulator within the jurisdiction and/or consciously give the command, provide help, encourage, condone or conspire to commit:

- (i) a dishonest, malicious or fraudulent act; or
- (ii) a criminal violation of the law or regulation,

if committed by or knowingly tolerated by the company's:

- (a) directors, principals, partners, chief compliance officer, data protection officer or general counsel whether acting on their own or in collusion with others; or
- (b) employees or outsourcers acting in collusion with any of the company's directors, principals, partners, chief compliance officer, data protection officer or general counsel of the company.

4.12 Pollution

any impact to the air, soil or water resulting from the discharge, dispersal, seepage, release or escape of any solid, liquid, gaseous, biological, radioactive or thermal irritant or contaminant whether occurring naturally or otherwise, including smoke, vapors, soot, fibers, germs, viruses, fumes, acids, alkalis, chemicals, waste, and other toxic or hazardous substances, sound, noise, smell, vibration, waves or changes in temperature.

4.13 Securities claims

Any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities.

4.14 Systems

1. Any electrical or mechanical failure of infrastructure, other than a company's computer system whether or not under control of the insured, including any electrical power interruption, surge, brown out or black out.
2. Any failure of telephone lines, data transmission lines, satellites or other telecommunications or networking infrastructure not under the control of an insured. Provided however, that part (ii) of this Exclusion - Systems shall not apply to: a security failure; failure to protect personal information or corporate information; breach of data protection legislation leading to a claim for damages, that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the Internet.
3. Any satellite failure.

4.15 Terrorism / War

Strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war,

mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; provided, however, this exclusion shall not apply to actual, alleged or threatened cyberterrorism.

SECTION 5. Notice and reporting

5.1 Notification of claims and circumstances that may lead to a claim

This policy affords cover solely with respect to:

- (a) claims which are first made against the insured during the policy period; or during the discovery period, if applicable, and
- (b) breaches of the data protection, violations of the data protection act, news facts, extortion, cyber theft or disruptions of the business which occur during the policy period,

and in all events which are reported by the insured in writing to the insurer or mandated intermediate CyberContract or for what a ticket is made via the hotline, as soon as practicable and in any case during the policy period, or during the discovery period, if applicable.

5.2 Circumstances

If, during the policy period, any insured becomes aware of any fact, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business, that an informed person operating within the same type of business as the company would reasonably believe is likely to give rise at a later date to a claim, the insured shall promptly inform the insurer about those circumstances. Such notification must be presented in chronological order and must detail the facts or matters which have or may give rise to a claim which should include at a minimum the following information:

- the nature and circumstances of the facts;
- alleged, supposed or potential breach;
- date, time and place of the alleged, supposed or potential breach;
- the identity of the potential claimants and all other potentially involved persons and/or entities;
- estimate of possible loss;
- the potential consequences.

All notifications with respect to breaches of the data protection, violations of the data protection act, news facts, extortion, cyber theft or disruptions of the business which occur during the policy period, must be in writing and sent by e-mail, fax, post or by phone via hotline to:

CyberContract CVBA
Kempenlaan 29
2300 Turnhout

AIG Europe Ltd, Belgian Branch
Boulevard de la Plaine 11
1050 Brussel

In accordance with the instructions
provided by our team

5.3 Related claims

If notice of a claim, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business, is given to the insurer pursuant to the terms and conditions of this policy, then:

- (i) any subsequent claim, circumstance breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business, alleging, arising out of, based upon or attributable to the facts alleged in that previously notified claim, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business;
- (ii) and any subsequent claim, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business alleging any loss which is the same as or related to any loss alleged in that previously notified claim, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business;

and shall be considered made against the insured and reported to the insurer at the time notice was first given.

Any claim, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business arising out of, based upon or attributable to:

- (i) the same cause; or
- (ii) a single loss; or
- (iii) a series of continuous, repeated or related losses;

shall be considered a single claim, circumstance, breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business for the purposes of this policy.

5.4 Fraudulent claims

If any insured shall give any notice or claim cover for any loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such loss shall be excluded from cover under the policy, and the insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for

loss under the policy shall be forfeited and all premium deemed fully earned and non-refundable.

SECTION 6. Defence and settlement

6.1 Defence

The insured must render all reasonable assistance to the insurer and take all reasonable measures to mitigate or avoid the loss or to determine the insurer's liability under the policy.

6.2 Insurer's consent

As a condition precedent to cover under this policy, no insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any defence costs or professional fees without the prior written consent of the insurer. Only those settlements, judgments and defence costs or professional fees consented to by the insurer, and judgments resulting from claims defended in accordance with this policy, shall be recoverable as loss under this policy. The insurer's consent shall not be unreasonably withheld, provided that the insurer shall be entitled to exercise all of its rights under the policy. Compliance with a breach notice law will not be considered as an admission of liability for the purposes of this clause.

6.3 Insured's consent

The Insurer may take any settlement of any claim it deems expedient with respect to any insured, subject to such insured's written consent (which shall not be unreasonably withheld or denied). If any insured withholds consent to such settlement, the insurer's liability for all loss in account of such claim shall not exceed the amount for which the insurer could have settled such claim, plus defence costs incurred as of the date such settlement was proposed in writing by the insurer, less coinsurance (if any) and the applicable retention.

6.4 Subrogation and recovery

If the insurer makes any payment under this policy, it shall be subrogated to the extent of such payment to all of the insured's rights of recovery and shall be entitled to pursue and enforce such rights in the insured's name, even if the insured is compensated for such loss.

Subrogation against employees (including directors, officers, partners or principals) of the insured shall be limited to cases where such

employees have been found guilty of an intentional, fraudulent or criminal act by any court or government entity.

The insured shall provide the insurer with all reasonable assistance and shall do everything that may be necessary to secure any rights including the execution of documents necessary for the insurer to bring suit in the insured's name. Any amount recovered in excess of the insurer's total payment shall be restored to the insured less the recovery cost.

SECTION 7. Limit of liability and retention

7.1 Limit of liability

The total amount payable by the insurer under this policy shall in principle not exceed the limit of liability. Sub-limits of liability, extensions and professional fees are part of that amount and are not payable in addition to the limit of liability.

The limit of liability can only be exceeded by the defence costs, the interests on the total amount payable under this policy or the salvage costs made by the Insured in accordance with articles 52 of the Law of 25 June 1992 on non-marine insurance contracts / 106 of the Law of 4 April 2014 on insurances and 82 of the law of 25 June 1992 on non-marine insurance contracts / article 146 of the Law of 4 April 2014 on insurances. The increase will be limited to the amounts mentioned in art. 4 §1 and §3 and art. 6 of the Royal Decree of 24 December 1992 in execution of the 25 June 1992 Statute on non-marine insurance contracts, as modified by the Royal Decree of 29 December 1994 or any other executive decree to be taken in the framework of the Law of 4 April 2014 on insurances.

The inclusion of more than one insured under this policy does not operate to increase the total amount payable by the insurer under this policy.

In the event that another insurance is provided by AIG Group or any member company or affiliate of the insurer, then the maximum amount payable by the insurer under all such policies shall not exceed the limit of liability of that policy referred to above which has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the limit of liability of this policy. To the extent that another insurance policy imposes upon the insurer a duty to defend a claim, defense costs arising out of such a claim shall not be covered under this policy.

7.2 Retention

With respect to all claims or breaches of the data protection, violations of the data protection act, news fact, extortions, cyber theft or disruption of the business, the insured will only pay that amount of any loss which is in excess of the retention specified in the specific conditions. The retention amount is to be borne by the insured and shall remain uninsured. A single retention shall apply to loss arising

from claims, breaches of the data protection, violations of the data protection act, news facts, extortion, cyber theft or disruption of the business which are considered related claims or breaches of the data protection, violations of the data protection act, news facts, extortions, cyber theft or disruption of the business pursuant to 5.3 “Related claims”.

In the event that a claim or breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business triggers more than one of the retention amounts, then, as to that claim or breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business, the highest of such retention amounts shall be deemed the retention applicable to loss.

SECTION 8. Optional legal expenses insurance for cyber

8.0 Insurer

Euromex NV/SA, Prins Boudewijnlaan 45, B-2650 Edegem, insurance undertaking authorised under code no. 00463 to practice insurance branche 17 Legal Assistance (Royal Decree of 4 July 1979 – Belgian Official Journal of 14 July 1979, LPR Antwerp, VAT BE 0.400.048.883

8.1 Specific provisions for legal expenses insurance

If the specific provisions of this optional guarantee differ from the general terms and conditions, the specific provisions take precedence.

Claim

An event or circumstance where one or more insured parties are able to rely on our services and/or financial contribution.

A claim occurs at the moment when you know or should know objectively that you are in a situation of conflict and, as plaintiff or defendant, you are able to enforce rights or claims, regardless of the time when the third party actually takes action. In a situation of conflict with a sanctioning authority, the claim for application of all insurance cover arises at the time of the alleged infringement(s).

In a situation of conflict with an administrative authority, the claim occurs no later than the moment when you were able to take note of the decision that you wish to challenge, and this must be a circumstance, situation or act, which commenced while the contract was operative.

No cover is granted if we are able to demonstrate that you had or reasonably should have had knowledge of the situation of conflict before taking out the contract.

There is cover for claims occurring while the contract is in force, after commencement of the contract and after the waiting period stated in the special conditions has lapsed, even if they are notified after the end of the agreement.

If more than one insurance cover applies in a situation of conflict, the maximum financial contribution is that of the cover with the highest limit. If several insured parties claim for compensation, then, if the cover is inadequate, precedence is given to the policyholder, thereafter to an equal extent to the other insured parties.

Undertaking

In this contract, we undertake to provide services and bear costs so that you are in the position to enforce your rights by settlement in or out of court or by administrative settlement. In the event of a claim, you will instruct us first to pursue an out-of-court settlement.

We will:

- Inform you of the extent of your rights and the manner of defence;
- Guarantee free choice of expert witness in an out-of-court settlement, or in judicial or administrative proceedings;
- Ask you for your choice of counsel if a conflict of interest arises, or in a difference of opinion with us, or if you are obliged to proceed with judicial or statutorily regulated administrative proceedings;

In the case of an insured claim, we bear:

- The costs of the judicial or extrajudicial expert;
- The costs and fees of bailiffs;
- The costs and fees of the intermediary;
- The litigation and court costs;
- The demonstrated costs for the necessary translation of procedural documents;
- The costs of one enforcement proceeding per enforceable ground;
- Your travelling expenses, either by train or by scheduled flight in economy class, as well as your justified accommodation expenses, if you must appear in person at the request of a foreign court of law;
- The normal, reasonable and fair provisional and definitive fees and costs of the counsel relating to the assignment given him/her within the framework of this insurance. A normal, reasonable and fair rate is one that is normally charged by the majority of lawyers for a comparable speciality and complexity. If an excessive fee or method of calculation is proposed, we will draw your counsel's attention to this. A unilaterally determined rate that is patently unreasonable is not enforceable against us.

We bear all these costs and the VAT, where applicable, insofar as they cannot be recovered.

Obligation of insured party

If you or your counsel have reason to assume that the third party is insolvent, you must consult with us before taking implementing measures. The costs recovered from the third party and the statutorily prescribed contribution towards the other parties' legal representation costs accrue to us, even if an excess amount was agreed for the financial contribution.

You must notify us as soon as possible of any claim, useful information, exact circumstances and desired solution. You must also supply all useful information and documents such as evidence of damages, summonses, writs and procedural documents as soon as possible, both when reporting the claim and while it is undergoing settlement.

We can refuse cover if you fail to fulfil your obligations with fraudulent intent. If you fail to fulfil these obligations and this causes us a disadvantage, we have the right to reduce our intervention by the sum of the loss suffered.

If, due to the premature intervention of a counsel, we are unable to attempt an out-of-court settlement, you must bear the costs and fees of the counsel yourself.

There is no guarantee for claims which are submitted more than three years after they have occurred.

Claim Payments

As principal, you are responsible for paying all fees and costs. The counsel or the expert whom you have chosen, has no direct claim on us.

We contribute to the fees and costs of your counsel; however we do ask you:

- if we so request, to include the fees and costs in your claim on the third party or parties;
- not to make any arrangements about the manner of estimating the fees and costs without our express prior consent;
- not to make any payment to a counsel or expert without our approval;

If we believe that costs and fees being claimed have not been estimated correctly, you agree to us disputing the statement in your name and for your account and, if necessary, to us submitting them to the duly authorised bodies of the bar or professional association. If you are summonsed for non-payment of a fee statement and you arrange to be defended by our counsel, you will be entirely indemnified within the financial limits of the cover(s) granted with regard to the claim, and fully with regard to the costs of defence and the court costs.

Free choice of counsel or expert

All the costs that we pay must be repaid to us if they can be recovered from a third party.

If you are obliged to proceed with judicial or administrative proceedings, you are free in your choice of counsel or expert. The expert must be adequately qualified to protect your interests.

If you chose a counsel who does not belong to a bar association of the country of the proceedings, our contribution remains limited to the normal costs and fees that would be applicable for a counsel appointed from the foreign local bar.

We will not reserve to ourselves the contacts with the counsel or the person named in the first paragraph. You or your counsel must inform us promptly of all initiatives resulting from direct contact between the two of you.

You are free to choose the expert witness. However, the chosen expert must have the requisite qualifications to protect your interests.

We will bear only the costs and fees arising from the intervention of one counsel or one expert. Whenever a counsel or expert is replaced by another, our contribution is limited to the costs and fees of the replacement counsel or expert from the moment when the case is resumed. The costs and fees associated with the replacement (becoming familiar with the case, commencement costs, notifying intervention to other parties, etc.) are not covered. These limitations do not apply if you are compelled against your will to take a different counsel or expert.

Conflict of interest

Whenever a conflict of interest with us arises, you are free in your choice of counsel or, should you prefer, any other person who has the required qualifications, in accordance with the law applicable to the proceedings, to defend your interests.

Dispute settlement

If you differ in opinion with us about the way in which the claim should be handled, then, apart from the possibility of bringing a claim against us, you have the right to consult a counsel of your choice.

- If the counsel confirms your point of view, we grant our full cover (including the costs and fees of the consultation), irrespective of the result;
- If the counsel confirms our point of view, you must yourself bear half of the costs and fees of the consultation;
- If, contrary to the counsel's advice, you nonetheless start proceedings at your own expense, and if you win the case, we will grant cover (including for the costs and fees of the

consultation). If, after receiving a negative opinion, you nonetheless continue on your own initiative, you must notify us of this;

This provision does not apply if you have a difference of opinion with the expert witness chosen by you. We cannot be compelled to go further than the settlement advice of your expert. However, if you nonetheless achieve a better final result at your own expense than under the initial advice of your expert, you can still obtain repayment of the justified costs and fees.

8.2 Definitions and description of the insured risk

8.2.1 The insured parties

- You as policyholder or as business manager.
- Your legal representatives under the articles of association in the performance of their mandate, as natural persons.
- Your employees, helpers, volunteers, apprentices and temporary agency staff employed in the performance of their contract of employment or their task.

The successors of the above named insured parties are also insured, but only in their capacity of successor. They are not insured for their personal loss.

An insured party cannot claim on the insurance if his/her interests could conflict with those of the policyholder.

8.2.2 The scope

The conflict situations covered as shown in the coverage table must relate to the use of computers, the internet, networks, electronic data, multimedia or harm to the reputation and image of the undertaking in a cyber environment.

8.2.3 The coverage limit

This is the maximum sum for which we intervene in the costs. The coverage table shows you the limits of the different forms of cover.

8.2.4 The waiting period

This is the period in which claims are not yet covered. For some forms of cover, a period must elapse before the contribution is insured (see coverage table).

8.2.5 The threshold

A threshold applies for some forms of cover (see coverage table).

This means that you cannot obtain any repayment from us for the insured costs if your original claim or that of the third party is less than the amount of the threshold.

(*) For the 'Civil-law defence' cover, the threshold is equal to the excess provided for in your liability policy.

8.2.6 The territory covered

The cover applies in the Benelux, Europe or worldwide. The coverage table shows you the territory applicable to the different forms of cover.

8.2.7 Coverage table

This table gives an exhaustive list of the insured conflicts. Conflicts not stated are never insured. A specific conflict is always settled according to the most specific cover for the risk encountered.

Coverage table

RISKS	COVER	Limit in €	Waiting period	Threshold €	Territory	Definition
GENERAL	Payment of third party liability exemption	50.000	-	-	worldwide	8.3.1
	Advance on property loss or damage	20.000	-	-	worldwide	8.3.2
	Deposit	20.000	-	-	worldwide	8.3.2
CYBER	Criminal-law defence	50.000	-	-	worldwide	8.4.1
	Civil-law recovery of extracontractual damage	50.000	-	-	worldwide	8.4.2
	Individual employment dispute	18.000	-	-	Benelux	8.4.3
	Civil-law defence	50.000	-	(*)	Worldwide	8.4.4
	Dispute with cyber-risk insurer	25.000	3 m	-	Europe	8.4.5
	Dispute with administrative authorities	18.000	6 m	1.000	Europe	8.4.6
	Law of obligations, excluding Dispute with cyber-risk insurer	18.000	3 m	1.000	Benelux	8.4.7

General (additional advantages acquired in the event of an insured claim)

8.3.1 Payment of third party liability exemption

As soon as the third party's liability insurer settles the claim, we pay the excess that the third party must compensate.

8.3.2 Advance on property loss or damage

In the event of accidental damage to your hardware and your network, where the third party's insurer confirms the third party's full liability, we advance the compensation. The compensation consists of the principal sum for the property loss or damage as definitively determined following a loss assessment. If we do not succeed in claiming back the advance or if we pay the advance erroneously, you will pay it back to us.

The guarantee does not apply to deliberately caused damage.

8.3.3 Deposit

We pay the security deposit which the government demands following a cyber incident. The repayment of the security deposit accrues to us. You cede to us all rights with regard to this sum. You will complete all formalities to obtain the repayment of the security deposit. If the government does not release all or part of the security deposit, then, at our first request, you will indemnify us in full.

Cyber

8.4.1 Criminal-law defence

We provide legal assistance if you must appear before an investigating court, criminal court or a sanctioning official. This applies to defence for infringements due to negligence or imprudence in respect of national and European regulations which pertain to the cyber environment and the use of multimedia. These include, among others, the Privacy Legislation, rules relating to spam, electronic advertising, remote selling, and telesales. This list is not exhaustive, however.

If you must appear because of a deliberate criminal act, your defence costs are compensated on condition that you are definitively acquitted or not prosecuted for reasons other than prescription or procedural error. By deliberate criminal act we mean any punishable conduct, which is known or should be known to be prohibited and which was performed deliberately and not by accident.

If you are summoned only for bearing civil liability for the acts of a subordinate, the cover is not acquired if you do not dispute this civil liability.

8.4.2 Civil-law recovery of extracontractual damage

We provide legal assistance if you wish to recover a cyber loss from an identified third party with which you have no contractual association. This also applies to physical damage to your computers, servers and data lines and resulting intangible loss.

Furthermore, we exercise recovery on an identified third party with which you have no contractual association and which can be made liable for a loss of reputation or loss of image.

We also cover the assistance in a dispute whereby a third party has had a domain name registered unlawfully, which causes or could cause harm to your business.

8.4.3 Individual employment dispute

We provide legal assistance in conflicts with an employee if the conflict relates to handling data, software and hardware in breach of the regulations, the (company) rules and your corporate policy.

This also applies to conflicts whereby an employee harms the company's reputation in the use of any multimedia.

8.4.4 Civil-law defence

We provide legal assistance if a third party with which you have no contractual relationship accuses you of an error or negligence for which it claims damages.

You have no right to legal assistance if the defence against the third party's claim must be fulfilled by your civil liability insurer and there is no conflict of interest with the latter. As soon as you receive the notice of default, you must inform your civil liability insurer immediately. If the latter refuses or makes any reservation, you will contact us immediately, so that we can take up the defence or give advice about the chances of opposing the claim for loss successfully and in order to avoid an unnecessary judgment as well as court costs.

You have no right to legal assistance if:

- (i) you have no civil liability insurer or if the civil liability insurer has suspended the guarantee in the absence of payment of the premium;
- (ii) you do not dispute the claim by the third party;

The defence can also consist of us involving a third party, or your insurer for the cyber-risk, in indemnification in the dispute.

8.4.5 Dispute with cyber-risk insurer

We provide legal assistance in conflicts with the insurer of your cyber-risks, except for the simple default of payment of a premium owed.

8.4.6 Dispute with administrative authorities

With the exception of disputes falling within the scope of cover 8.4.1, we provide you with assistance whenever you wish to challenge a ruling of an administrative authority, and insofar as this ruling relates to the cybersphere.

8.4.7 Law of obligations (excluding Dispute with cyber-risk insurer)

With the exception of disputes falling within the scope of cover 8.4.5, we provide you with assistance if you wish to bring a claim as claimant for cyber-loss caused by a third party with which you have a contractual association. The loss can consist of, among other things, a network interruption, loss of data or loss caused by illegally copied data. Physical damage to computers, servers and data lines is also covered.

If the loss or damage consists solely of a work stoppage, recovery is only covered if the work stoppage lasted longer than 8 hours.

Never guaranteed

Legal expenses insurance never covers

- (i) The amounts to be paid in principal sum and additional sums which you could be ordered to pay;
- (ii) The criminal and administrative fines, contributions, penalties and settlements with the Public Prosecutor;
- (iii) The defence if you are prosecuted for perpetrated or attempted criminal acts or criminal acts referred to a correctional court. These are criminal acts for which normally the Court of Assizes has jurisdiction;
- (iv) Recovery of the loss if no elementary firewall or virus protection is provided;
- (v) Defence of the interests of an insured party if there is a conflict of interest with the policyholder;
- (vi) A claim against another insured party, except if the civil liability insurer actually bears the loss and the liable insured party does not oppose its intervention;
- (vii) Conflicts occurring in the event of war and insurrection, political or civil disturbances in which you yourself participated;
- (viii) Conflicts caused directly or indirectly by flooding, the properties of nuclear products, nuclear fuels, radioactive or ionising products and non-medical radiation exposure. This limitation does not apply to a conflict with the property insurer;
- (ix) Conflicts with Euromex about the application of this policy, unless expressly stated as being insured;

- (x) Costs of forensic investigation for identifying a liable third party;
- (xi) Fees that you have paid or to which you have committed yourself for reporting the claim or without our approval, unless they relate to protective or urgent measures;
- (xii) Conflicts resulting from the following acts of gross negligence:
 - a. wilful damage;
 - b. fraud, swindling, theft or illegally copying or reproducing data or software, misuse of licences;
 - c. contests of speed or skill.
- (xiii) Defence of interests of third parties or of the interests transferred to you due to abandonment of disputed rights or conventional subrogation.

AFDELING 9. General provisions and conditions

9.1 Cooperation

The insured shall:

- (i) provide all reasonable assistance to the insurer and cooperate during the defense against eventual claims and the preservation of their rights of reimbursement and payment;
- (ii) use due diligence and reasonable efforts to mitigate or avoid the loss;
- (iii) provide all information and help the insurers reasonably need to investigate and determine the liability of the insured under this policy in case of a potential loss.

9.2 Maintenance of technology

The insured will take all reasonable steps to maintain data and information security procedures to no lesser standard than disclosed in the proposal form.

The insured will ensure that back-up systems and processes are maintained to no lesser standard than disclosed in the proposal form and that the ability to restore such data is regularly tested (at least every six (6) months).

9.3 Sanctions

The insurer shall not be liable to pay any claim or provide any benefit hereunder or any extent of this policy in accordance with:

- (i) a risk located at a territory of which the laws or regulations prohibit the insurer to provide coverage under this policy or which are illegal for the insurers
- (ii) an insured or beneficiary of the policy who is a citizen or a mean of a government or country of which the laws or regulations relevant for this policy, insurers, parent company or controlling entity from an embargo or any other form of economic sanction through which it is impossible for the insurers to provide coverage, make agreements with or provide any other economic benefit at the insured or another beneficiary of the policy.

There is, in accordance with this policy, no benefit, nor payment to the insured or another beneficiary who is incompetent to obtain any economic benefit applicable to this policy or insurers, their parent company or controlling entity.

9.4 Policy purchase

In granting cover to the insured, the insurer has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements and information are the base of the cover and are considered an integral part of the present policy.

In the event of the insurer being entitled to avoid this policy from the inception date or from the time of any variation in cover, the insurer may at its discretion maintain this policy in full force, but exclude the consequences of any claim, circumstance or breach of the data protection, violation of the data protection act, news fact, extortion, cyber theft or disruption of the business relating to any matter which ought to have been disclosed before the inception date or before any variation in cover.

9.5 Assignment

This policy and any rights hereunder or in respect of it cannot be assigned without our prior consent of the insurers.

9.6 Duration and end of policy

This insurance contract applies during the policy period indicated in the specific conditions as possibly modified by later additional clauses, and is automatically extended tacitly with a new policy period added to this and any following policy period, unless the company or the insurer terminates this insurance contract at least 3 months prior to the end of the policy period by registered letter, with proof of receipt to the other party.

The company and the insurers have the ability to shorten the term of notice under common agreement.

9.7 Termination after a claim

After each notification of claim, but one month at the latest after payment or the refusal of payment of the compensation the insurer and policy holder have the right, without indication of reasons, to terminate the insurance by registered letter within a notice period of three months.

9.8 Insolvency

In case of insolvency, a legal restraint or bankruptcy of one of the insureds, shall not relieve the Insurer of any of its obligations under the policy.

9.9 Definitions, plurals and titles

The titles of paragraphs in this policy are for convenience only and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. Words in bold typeface have special meaning and are defined under "Definitions", above, or in the special conditions. Words not specifically defined herein have the meaning normally attributed to them.

9.10 Governing Law

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with Belgian law and in accordance with the Dutch text. The courts of Brussels have exclusive jurisdiction hereabout. The latter does not apply on the cover 'legal assistance' (section 8).

9.11 Third party rights

Nothing in this policy has the intention to provide a directly enforceable benefit to a third party, other than the insured.

9.12 Complaints

Any complaint concerning this contract may be directed to the Ombudsman for Insurances, square de Meeûs 35 in 1000 Brussels or the Banking, Finance and Insurance Commission (CBFA), Congressstraat 12-14 in 1000 Brussels, without prejudice of the possibility for the insureds or a third party to commence legal actions.

9.13 Personal data

Personal data (hereinafter the "Data"), reported to the insurer and CyberContract, mandated intermediate, will be processed in accordance with the Act of 8 December 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the insurer, including risk assessment, contract management, claims handling and crime prevention (such as fraud) as well as to allow AIG to fulfil its legal obligations. To achieve these objectives and for the purpose of good service, the Insurer and CyberContract, mandated intermediate, may be required to transfer data to other companies of the AIG group, to sub-contractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as

Belgium. The Insurer shall take precautionary measures to ensure the protection of Data as well as possible.

Unless the data subject objects thereto, your personal information may be used by CyberContract for purposes of direct marketing

Where the insurers process sensitive data, this data will only be accessible, to the extent necessary, for, among other things, claim handlers, risk analysts, underwriters and the juridical service providers.

In as far as necessary and in particular in respect of any sensitive data (like its health-status), the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.

According to the law, the data subject is entitled to access, amend or oppose (for a reasonable cause) to the processing of data relating to him. The data subject also has the right to oppose to the processing of data related to him for the purposes of direct marketing. To exercise these rights, he/she can contact the insurer, or CyberContract, its mandated intermediary, at any time in writing.

9.14 Automatic discovery period

The covers liability shall be extended to claims against the insured or insurers and reported to the insurers within a period of 36 months after the end of this policy, but only with regard to:

- losses which occurred during the policy period if at the end of the policy period the risk is not covered by another insurer;
- acts that may give rise to a loss and have taken place during the policy period and for which cover was provided in the policy.

This extension does not apply in case of:

- a) cancellation or non-prolongation of the policy as a result of non-payment of the premium, or
- b) replacement of the policy by an insurance providing the same or a similar cover.