



301 E. Fourth Street, Cincinnati, OH 45202

ExecProsm
DECLARATIONS
for
**Nonprofit Solution
Insurance Policy**

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

☒ Great American Insurance Company

Policy Number: EPPE448558

Policy Form Number: D16100

Item 1. Name of **Organization**: COOL SCIENCE COMPANY

Mailing Address: PO BOX 50015

City, State, Zip Code: COLORADO SPRINGS, CO 80949

Attn: EXECUTIVE DIRECTOR

Item 2. **Policy Period**: From 08/18/2022 To 08/18/2023
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the **Organization** as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each **Policy Year**:

- (a) \$ 1,000,000 for all **Claims** other than **Claims** for **Employment Practices Wrongful Acts**.
(b) \$ 10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).
(c) \$ 1,000,000 for all **Claims** for **Employment Practices Wrongful Acts**. This limit is:
☐ part of and not in addition to the Limit of Liability provided for in 3(a).
☒ separate from and in addition to the Limit of Liability provided for in 3(a).
(d) \$500,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:

Insuring Agreement A: \$ 0 Each **Claim**
Insuring Agreements B and/or C: See endorsement D16815 Each **Claim**

Item 5. Premium:
\$ 857

Item 6. Endorsements Attached:

D16053 D16326 D16532 D16535 D16548 D16712 (17) D16714 (6) D16734 D16815 DTCOV IL7324

Item 7. Notices: All notices required to be given to the **Insurer** under this Policy shall be addressed to:

*Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666*

Item 8. Prior & Pending Litigation Date: 08/18/2008

These Declarations along with the completed and signed Proposal Form and Nonprofit Solution Insurance Policy, shall constitute the contract between the **Insureds** and the **Insurer**.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.



**DISCLOSURE FORM
CLAIMS-MADE POLICY**

IMPORTANT NOTICE TO POLICYHOLDER

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF OUR CLAIMS-MADE POLICY FORM. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

DEFINITIONS

1. "Claims-made coverage" means an insurance policy that provides coverage only if a claim is made during the policy period or any applicable extended reporting period. A claim made during the policy period could be charged against a claims-made policy even if the injury or loss occurred many years prior to the policy period. If a claims-made policy has a retroactive date, an occurrence prior to that date is not covered.
2. "Extended reporting period" means a period allowing for making claims after expiration of a claims-made policy. This is also known as a "tail".
3. "Occurrence coverage" means an insurance policy that provides liability coverage only for injury or damage that occurs during the policy terms, regardless of when the claim is actually made. A claim in the current policy year could be charged against a prior policy year, or may not be covered, if it arises from an occurrence prior to the effective date.
4. "Retroactive date" means the date on a claims-made policy which denotes the commencement date of coverage under the policy.

YOUR POLICY

Your policy is a claims-made policy. It provides coverage only for injury or damage occurring after the policy retroactive date (if any) shown on your policy and the incident is reported to your insurer prior to the end of the policy period. Upon termination of your claims-made policy an extended reporting period option is available from your insurer.

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 8/18/2022



DISCLOSURE FORM CLAIMS-MADE POLICY

There is no difference in the kind of injury or damage covered by occurrence or claims-made policies. Claims for damages may be assigned to different policy periods, depending on which type policy you have.

If you make a claim under your claims-made policy, the claim must be a demand for damages by an injured party and does not have to be in writing. Under most circumstances, a claim is considered made when it is received and recorded by you or by us. Sometimes, a claim may be deemed made at an earlier time. This can happen when another claim for the same injury or damage has already been made, or when the claim is received and recorded during an extended reporting period.

PRINCIPAL BENEFITS

This policy provides for coverage for the Non-Profit Organization, its Subsidiaries and their Insured Persons for Loss from Wrongful Acts claimed against them up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in your claims-made policy. Please read them carefully and consult your insurance producer about any questions you might have.

RENEWAL AND EXTENDED REPORTING PERIODS

Your claims-made policy has some unique features relating to renewal, extended reporting periods and coverage for events with long periods of potential liability exposure.

If there is a retroactive date in your policy, no event occurrence prior to that date will be covered under the policy even if reported during the policy period. It is therefore important for you to be certain that there are no gaps in your insurance coverage. These gaps can occur in several ways. Among the most common are:

1. If your switch from an occurrence policy to a claims-made policy, the retroactive date in your claims-made policy should be no later than the expiration date of the occurrence policy.
2. When replacing a claims-made policy with a claims-made policy, you should consider the following:
 - a. The retroactive date in the replacement policy should extend far enough back in time to cover events with long periods of liability exposure, or
 - b. If the retroactive date in the replacement policy does not extend far enough back in time to cover events with long periods of liability exposure, you should consider purchasing extended reporting period coverage under the old claims-made policy.



**DISCLOSURE FORM
CLAIMS-MADE POLICY**

3. If you replace this claims-made policy with an occurrence policy, you may not have insurance coverage for a claim arising during the period of claims-made coverage unless you have purchased an extended reporting period under the claims-made policy. Extended reporting period coverage must be offered to you by law for at least one year after the expiration of the claims-made policy at a premium not to exceed 200% of your last policy premium.

CAREFULLY REVIEW YOUR POLICY REGARDING THE AVAILABLE EXTENDED REPORTING PERIOD COVERAGE, INCLUDING THE LENGTH OF COVERAGE, THE PRICE AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR EXTENDED COVERAGE.

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



COLORADO AMENDATORY ENDORSEMENT

In compliance with the insurance regulations of the state of Colorado, the following Sections of the Policy are amended as follows:

Section V.(C)

It is understood and agreed that the following sentence is deleted from Section V.(C): If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus shall be subject to the Limit of Liability and Retention.

Section IX. General Conditions

Upon request by the **Organization** and within thirty (30) days thereafter, the **Insurer** shall furnish sufficient information relating to closed or paid **Claims, Claims** for which the **Insurer** has established reserves, and notices of **Wrongful Acts** received by the **Insurer** which may give rise to **Claims**, to allow the **Insured** to determine the amount of aggregate coverage remaining under this Policy.

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

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 8/18/2022



**GENERAL ERRORS AND OMISSION EXCLUSION WITH
MANAGEMENT EXCEPTION**

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

any **Insured's** performance of or failure to perform services for others, and caused by any act, error or omission related thereto.

It is further understood and agreed that the foregoing exclusion shall not be applicable to any **Claim** made against any **Insured Person** in connection with the management or supervision of others provided that the entity or person bringing such **Claim** is acting totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of any **Insured Person**.

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

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

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Authorized Representative

Endorsement Effective Date: 8/18/2022



ANTI-TRUST EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violation of:

- (1) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or
- (2) any rules or regulations promulgated under or in connection with the statutes described in (1) hereinabove, or
- (3) any similar provision of any state, federal or local statutory law or common law.

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

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 8/18/2022



SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

It is understood and agreed that the following changes are made to the Policy:

1. Section III. is amended by the addition of the following:

 "TCPA Wrongful Act" shall mean any actual or alleged violation(s) of any federal, state or local laws or regulations pertaining to unsolicited or non-consensual communication, advertising or fundraising, through faxes, telephone calls, texting or any other medium, including, but not limited to the Telephone Consumer Protection Act;

 "Statutory Damages" shall mean any amounts imposed upon an **Insured** pursuant to the Telephone Consumer Protection Act of 1991 or any similar state or local law as such amounts relate to a **TCPA Wrongful Act**.
2. Section III.I.(1) is amended by the addition of the following:

 This section shall also not apply to **Statutory Damages**.
3. Section III.L. is amended by the addition of the following:

 Personal Injury Wrongful Act shall not include any **TCPA Wrongful Act**;
4. Section III.R. is amended by the addition of the following:

 Wrongful Act shall also mean **TCPA Wrongful Act**;
5. Section IV.D. is amended by the addition of the following:

 Part (3) of this exclusion shall also not apply to any **TCPA Wrongful Act**;
6. Section V. is amended by the addition of the following:

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
 Authorized Representative

Endorsement Effective Date: 8/18/2022

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

The **Insurer's** maximum aggregate liability for all **Loss** in connection with **Claims** made against any **Insured** for a **TCPA Wrongful Act** shall be \$ 100,000 for each **Policy Year**, which amount is part of, and not in addition to, the maximum Limit of Liability shown in Item 3.(a) of the Declarations regardless of the number of **Claims** during such **Policy Year**.

In the event a **Claim** involves a **TCPA Wrongful Act** and a **Personal Injury Wrongful Act**, such **Claim** shall be considered a **Claim** for a **TCPA Wrongful Act** and shall be subject to the TCPA Sublimit of Liability.

7. Section V.C. is amended by the addition of the following:

With respect to any **Claim** for a **TCPA Wrongful Act**, **Costs of Defense** incurred either by the **Insurer** or the **Insured** shall be considered **Loss** and, therefore, subject to the TCPA Sublimit of Liability and the Retention.

8. Item 3. of the Declarations is amended by the addition of the following:

\$ 100,000 TCPA Sublimit of Liability for **Claims** for any **TCPA Wrongful Act** for each **Policy Year**.

9. Item 4. of the Declarations is amended by the addition of the following:

\$ 1000 Retention applicable to Insuring Agreements I.B. and I.C.
for any **Claim** for **TCPA Wrongful Act**.

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



NON-PROFIT ELITE ENDORSEMENT

It is understood and agreed that the following changes are made to the Policy:

AMENDMENT TO LIMIT OF LIABILITY

Additional A-Side Limit of Liability

It is understood and agreed that Section V. is amended by the addition of the following:

Notwithstanding anything in this Policy to the contrary, the Policy provides an Additional Limit of Liability dedicated for directors, trustees, officers, regents, governors and members of the Board of Managers. This Additional Limit of Liability shall be \$1,000,000, which amount is in addition to, and not part of, the aggregate Limit of Liability as set forth in Item 3. of the Declarations.

This Additional Limit of Liability is available solely for **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy, and:

- (1) Any **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy shall first be paid under the aggregate Limit of Liability as set forth in Item 3. of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I.A., I.B., and/or I.C. of this Policy before **Loss** shall be paid under the dedicated Additional Limit of Liability, and
- (2) The dedicated Additional Limit of Liability shall be excess of any insurance available that is specifically excess of this Policy, and such excess insurance must be completely exhausted by payment of **Loss** thereunder before the **Insurer** shall have any obligations to make payment on account of the dedicated Additional Limit of Liability

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Authorized Representative

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NON-PROFIT ELITE ENDORSEMENT

TERRORISM TRAVEL REIMBURSEMENT FUNDS

1. Section III. is amended by the addition of the following:

“Certified Act of Terrorism” shall mean an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.

“Emergency Travel Expenses” shall mean hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight (48) hours of a **Certified Act of Terrorism**, and the increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

2. Section VIII. is amended by the addition of the following:

Terrorism Travel Reimbursement Fund

In the event any current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period**, the **Insurer** shall reimburse the **Emergency Travel Expenses**. This coverage extension shall be subject to the Terrorism Travel Reimbursement Fund Limit of Liability stated below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

\$50,000 Aggregate Terrorism Travel Reimbursement Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. Provided the current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period** and provides written evidence of such amounts, the **Insurer** shall promptly reimburse such individual within thirty (30) days. Such notice and written evidence shall be provided to the **Insurer** by e-mailing the **Insurer** at: eldclaims@gaig.com.

WORKPLACE VIOLENCE COUNSELING FUND

1. Section III. is amended by the addition of the following:

“Workplace Violence Act” shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

NON-PROFIT ELITE ENDORSEMENT

2. Section VIII. is amended by the addition of the following:

Workplace Violence Counseling Fund

In the event that a **Workplace Violence Act** occurs during the **Policy Period** and the **Organization** advises the **Insurer** of such **Workplace Violence Act**, the **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred for the emotional counseling of **Insured Persons**. This coverage extension is subject to the Workplace Violence Counseling Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

\$50,000 Aggregate Workplace Violence Counseling Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Workplace Violence Act** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

INCIDENT CRISIS FUND

1. Section III. is amended by the addition of the following:

“**Crisis**” shall mean the public announcement that an **Incident** occurred at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

“**Incident**” shall mean an accident or other event resulting in the death or **Serious Bodily Injury** to three or more persons.

“**Serious Bodily Injury**” shall mean an injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

2. Section VIII. is amended by the addition of the following:

Incident Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from a **Crisis** during the **Policy Period**. This coverage extension is subject to the Incident Crisis Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

NON-PROFIT ELITE ENDORSEMENT

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3. Item 3. of the Declarations is amended by the addition of the following:
- \$250,000 Aggregate Incident Crisis Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.
4. The **Organization** shall advise the **Insurer** of such **Crisis** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

AMENDMENT TO PERSONAL PROFIT EXCLUSION
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Section IV.A. is deleted and replaced with the following:

- A. brought about or contributed to by:
- (1) any **Insureds** gaining any personal profit, financial advantage or remuneration to which they were not legally entitled; or
 - (2) the deliberately fraudulent or criminal acts of any **Insureds**;
- provided, however, this exclusion shall not apply unless and until there is a final non-appealable adjudication as to such conduct in the underlying proceeding. This exclusion shall not apply to coverage provided under Insuring Agreement I.B.;

AMENDMENT TO OTHER INSURANCE EXCLUSION
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Section IV.B. is amended by the addition of the following:

If this Policy includes coverage for any **Claim** for **Employment Practices Wrongful Acts**, such coverage shall be deemed primary over any similar coverage maintained either by the **Organization** or any **Subsidiary**.

AMENDMENT TO THE BY OR ON BEHALF OF INSURED EXCLUSION

Section IV.H. is deleted and replaced with the following:

- H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim**, if such **Claim**:
- (1) is for an **Employment Practices Wrongful Act** brought by an **Insured Person**;

NON-PROFIT ELITE ENDORSEMENT

- (2) is brought by the receiver, conservator, creditors' committee, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;
- (3) is brought or maintained derivatively, including any **Claim** brought or maintained under any federal, state, local or foreign whistleblower law or whistleblower provision of any law if the individual bringing such **Claim** is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**;
- (4) is brought by any former director, officer, trustee, regent, or governor of the **Organization** or any **Subsidiary** acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**.

AMENDMENT TO COSTS OF DEFENSE AND SETTLEMENTS

Section VI.B. is deleted and replaced with the following:

- B.** The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, any additional **Costs of Defense** from the date the **Insurer** recommends such settlement shall be considered **Loss** and thus subject to the Limit of Liability and Retention.

100% COSTS OF DEFENSE ALLOCATION

Section VI. is amended by the addition of the following:

If a **Claim** made against any **Insured** includes both covered and uncovered matters, the **Insureds** and the **Insurer** recognize that there must be an allocation between insured **Loss** and uninsured loss, therefore, the **Insureds** and the **Insurer** shall allocate such amount as follows:

NON-PROFIT ELITE ENDORSEMENT

1. with respect to **Costs of Defense**, one hundred percent (100%) of all **Costs of Defense** which must otherwise be allocated as described above shall be allocated to the insured **Loss**; and
2. with respect to **Loss** other than **Costs of Defense**, the **Insurer** and the **Insureds** shall use their best efforts to agree upon a fair and proper allocation of such amounts between insured **Loss** and uninsured loss.

AMENDMENT TO SUBROGATION

Section IX.H. is deleted and replaced with the following:

- H.** In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless the exclusion set forth in Section IV.A. of the Policy applies to such **Insured Person**.

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

AMENDMENTS TO DISCOVERY PERIOD

1. Section II.A. and II.B are deleted and replaced with the following:
 - A.** If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without any additional premium being required, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%), fifty (50%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), twenty-four (24), thirty-six (36) or seventy-two (72) months respectively from the end of the **Automatic Discovery Period** for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Discovery Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

NON-PROFIT ELITE ENDORSEMENT

- B.** If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the Policy Period, the **Organization** pays the **Insurer** an additional amount equal to fifty (50%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), thirty-six (36) or seventy-two (72) months respectively from the end of the Policy Period. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.
2. Section II. is amended by the addition of the following:
- C.** Notwithstanding Section II.A. and B., the **Insurer** shall provide, at no additional premium, an unlimited discovery period for any directors, trustees, regents, officers, governors or members of the Board of Managers who separate from the **Organization** during the **Policy Period** (separation date) for any reason other than as a result of a transaction in which the **Organization** merges or consolidates with another entity and is not the surviving entity. This discovery period becomes effective on the separation date of such directors, trustees, regents, officers, governors or members of the Board of Managers and extends coverage for **Claims** first made against such directors, trustees, regents, officers, governors or members of the Board of Managers after the separation date, but only with respect to **Wrongful Acts** allegedly committed prior to such separation date. This coverage shall be specifically excess of any valid and collectible insurance otherwise available to such individuals.

INDEPENDENT CONTRACTOR COVERAGE

It is understood and agreed that the Policy is amended as follows:

1. Section III. is amended by the addition of the following:
- “**Independent Contractor**” shall be any individual who performs services on behalf of the **Organization** or **Subsidiary** but only to the extent such individual is indemnified by such entity;
2. Section III.B.(3) is deleted and replaced with the following:
- (3) any **Independent Contractor**;
3. Section III.H. is amended by the addition of the following:
- Insured Persons** shall also include any **Independent Contractor**.

NON-PROFIT ELITE ENDORSEMENT

AUTOMATIC SUBSIDIARY COVERAGE SIZE THRESHOLD

1. Section IX.E. is deleted and replaced with the following:

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed seventy-five percent (75%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the Insurer as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.

2. Section III.P.(2) is deleted and replaced with the following:

- (2) any similar entity which was created or acquired by the **Organization** after the inception date of this Policy, if the entity's total assets do not exceed seventy-five percent (75%) of the total consolidated assets of the **Organization** as of the inception date of this Policy;
or

AMENDMENT TO EMPLOYMENT PRACTICES WRONGFUL ACT

Section III.E.(22) is deleted and replaced with the following:

- (22) acts described in (1) through (21) above arising from the use of the **Organization's** or **Subsidiary's** internet, e-mail, telecommunications, social media network or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** or **Subsidiary's** internet, e-mail, telecommunications, social media network or similar systems.

AMENDMENT TO THIRD PARTY WRONGFUL ACT

Section III.Q.(2) is deleted and replaced with the following:

- (2) actual or alleged harassment, including unwelcome sexual advances against, or requests for sexual favors of, a third party; or

AMENDMENT TO BI / PD EXCLUSION

Section IV.D. is deleted and replaced with the following:

- D.** for: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act**, **Personal Injury Wrongful Act**, or **Third Party Wrongful Act**.

NON-PROFIT ELITE ENDORSEMENT

DEFENSE COSTS FOR BREACH OF CONTRACT

Section IV.I. is deleted and replaced with the following:

- I.** for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, except for:
 - (1) **Costs of Defense**, and
 - (2) employment-related obligations which would have attached absent such contract or agreement;

RETENTION WAIVER

Section V.C. is deleted and replaced with the following:

- C.** **Costs of Defense** incurred by the Insurer shall be in addition to the Limit of Liability, and such **Costs of Defense** shall not be subject to the Retention amount. If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus subject to the Limit of Liability and Retention, however, if it is finally determined that no **Insured** is liable for any **Loss**, the **Insurer** shall reimburse the **Insured** for **Costs of Defense** paid within the Retention.

AMENDMENT TO NOTICE OF CLAIM PROVISION

Section VII.A. is deleted and replaced with the following:

- A.** The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President or Chief Executive Officer, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.

DEFENSE COSTS SUBLIMIT FOR IMMIGRATION PRACTICES WRONGFUL ACTS

- 1. Section III.R.(1) is amended by the addition of the following:
 - (f) **Immigration Practices Wrongful Act**;
- 2. Section III. is amended by the addition of the following:

"Immigration Practices Wrongful Act" shall mean any actual or alleged violation of the Immigration Reform and Control Act of 1986 (IRCA), any rule or regulations promulgated under IRCA, or any similar provisions of any federal, state, local or foreign law;

NON-PROFIT ELITE ENDORSEMENT

3. Section IV. is amended by the addition of the following:

for an **Immigration Practices Wrongful Act**:

- (1) for actual or alleged non-compliance with Social Security Administration (SSA) Employee Correction Requests (no-match letters) and/or Department of Homeland Security (DHS) Notice of Suspect Documents; or
- (2) based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **Immigration Practices Wrongful Act(s)** known by either the person(s) who signed the Proposal Form(s) for this coverage or any past, present or future director, officer, partner, management committee member, risk manager, human resources manager or general counsel (or the functional equivalent of any of the foregoing) as of date stated in Item 8. Of the Declarations;

provided, however, this exclusion shall not apply to **Costs of Defense** for such **Claim** or any **Claim** for alleged retaliation for the exercise of any rights under such immigration laws.

4. Item 3. of the Declarations is amended by the addition of the following:

\$ 250,000 Aggregate Limit of Liability all **Claims** for **Immigration Practices Wrongful Acts** for each **Policy Year**. This Limit of Liability shall be part of and not in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

AMENDMENT TO NON-RENEWAL PROVISION

Section IX A.(3) is deleted and replaced with the following:

- (3) if the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with at least ninety (90) days advance notice thereof.

AMENDMENT TO PROPOSAL FORM

Section IX.B. is deleted and replaced with the following:

B. It is agreed the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured** and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be exclude as a result of any untrue statement in the Proposal Form, except:

- (1) as to any **Insured Person** making such untrue statement or having knowledge of its falsity; or

NON-PROFIT ELITE ENDORSEMENT

- (2) as to the **Organization** and any **Subsidiary**, if the person(s) who signed the Proposal Form(s) for this coverage had knowledge of its falsity.

In no event shall this Policy be rescinded by the **Insurer**.

VIOLATION OF EMPLOYEE PRIVACY COSTS OF DEFENSE SUBLIMIT

1. Section III.E. is amended by the addition of the following:

“Employment Practices Wrongful Act” shall also mean any actual or alleged **Violation of Employee Privacy** committed, attempted, or allegedly committed or attempted by the **Organization** or by an **Insured Person** while acting in their capacity as such.
2. Section III is amended by the addition of the following:

“Violation of Employee Privacy” shall mean the **Organization’s** failure to:

 - (1) secure an employee’s **Record** from actual or potential authorized access by another person or by an organization which results in injury to such employee; or
 - (2) provide notice as required by any state, federal or local statutory law or common law anywhere in the world to an employee whose **Record** was accessed or may have been accessed by an unauthorized person.

“Record” shall mean an employee’s first name or first initial, and last name, in combination with:

 - (1) their social security number, driver’s license number or other personal identification number (including an employee identification number or student identification number);
 - (2) their financial account number (including a bank account number, retirement account number, or healthcare spending account number);
 - (3) their credit, debit or other payment card number; or
 - (4) any individually identifiable health information, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA), held by the **Organization**,

when any such information in (1) through (4) above is intended by the **Organization** to be accessible only by persons or organizations specifically authorized by the **Organization** to have access to such information.
3. Item 3. of the Declarations is amended by the addition of the following:

\$250,000 Aggregate **Violation of Employee Privacy** Limit of Liability for each **Policy Year**. This Limit of Liability shall only apply to **Costs of Defense** and shall be part of and not in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.



NON-PROFIT ELITE ENDORSEMENT

INCONSISTENCY COVERAGE

Section IX. is amended by the addition of the following:

Inconsistency Coverage

In the event of an inconsistency between this endorsement, or a state amendatory endorsement, and any other endorsement attached to this Policy, the **Insurer**, as permitted by law, shall apply those terms and conditions which are more favorable to the **Insureds**.

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



ABUSE AND MOLESTATION EXCLUSION

It is understood and agreed that Section IV. of the Policy is amended by the addition of the following:

based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

- (1) actual or threatened abuse or molestation by anyone of any person; and/or
- (2) negligent:
 - (a) hiring;
 - (b) retention;
 - (c) employment;
 - (d) supervision; or
 - (e) reporting to the proper authorities or failing to so report;

of any person(s) for whom an **Insured** is or ever was legally responsible and whose actual or alleged conduct would be excluded by (1) above. This exclusion shall apply with respect to any **Claim** for a **Wrongful Act**, including a **Third Party Wrongful Act**, if such **Claim** in any way relates to allegations of abuse or molestation. This exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act**.

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

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 8/18/2022

WORKPLACE VIOLENCE

For purposes of coverage provided under this Endorsement only:

1. The **Insurer** shall pay all **Loss** the **Insured** sustains as a direct result of a **Workplace Violence Act**, occurring during the **Policy Period** and reported to the **Insurer** as soon as practicable.
2. **Workplace Violence Act** shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.
3. With respect to a **Workplace Violence Act**, **Loss** shall be limited to:
 - (a) **Business Interruption Expense**;
 - (b) **Public Image Restoration Expense**;
 - (c) **Security and Well Being Expense**; and
 - (d) **Workplace Violence Expense**.

Business Interruption Expense shall mean:

1. The sum of:
 - a. the excess of revenues over expenses, if any, that would have been earned; and
 - b. the reasonable costs and expenses which would not have been incurred except for any **Workplace Violence Act** and which were incurred by the **Organization** or any **Subsidiary**:
 - (i) to continue the activities which are necessary for the **Organization** or any **Subsidiary** to resume operations with substantially the same quality of service which existed immediately preceding the **Workplace Violence Act**; and
 - (ii) for the sole purpose of reducing any **Business Interruption Expense**, not to exceed the amount of actual reduction of such **Business Interruption Expense**;

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WORKPLACE VIOLENCE

2. Less the sum of:
 - a. all recoveries, other insurance, suretyship and other indemnity which cover **Business Interruption Expense**; and
 - b. the amount by which the **Organization** reasonably could have but fails to reduce **Business Interruption Expense**.

Business Interruption Expense is limited to the period of time commencing on the day of the **Workplace Violence Act** and ending on the earlier of ninety (90) days following such date, or until the **Organization** or any **Subsidiary** restores operations with due diligence and dispatch to the level that existed prior to the **Workplace Violence Act**.

Public Image Restoration Expense shall mean reasonable fees, costs and expenses for an independent public relations consultant for up to ninety (90) days following the date of the **Workplace Violence Act**.

Security and Well Being Expense shall mean reasonable fees, costs and expenses for:

1. an independent security consultant for up to ninety (90) days following the date of the **Workplace Violence Act**;
2. an independent security guard service for up to thirty (30) days following the date of the **Workplace Violence Act**;
3. a counseling seminar for **Insured Persons** conducted by an independent consultant within 90 days following the **Workplace Violence Act**; and
4. an independent forensic analyst for up to ninety (90) days following the date the **Workplace Violence Act** occurs.

Workplace Violence Expense shall mean the reasonable fees, costs and expenses for:

1. the **Salary or Wages**, for up to ninety (90) days following the date of the **Workplace Violence Act**, the **Organization** or any **Subsidiary** pays **Insured Persons** victimized by a **Workplace Violence Act** and unable to work because of such **Workplace Violence Act**. The **Salary or Wages** in effect at the time of the **Workplace Violence Act** shall apply;
2. the **Salary or Wages**, for up to ninety (90) days following the date of the **Workplace Violence Act**, the **Organization** or any **Subsidiary** pays a newly hired person(s) to conduct the duties of **Insured Persons** victimized by a **Workplace Violence Act** and who is/are unable to work because of such **Workplace Violence Act**; however, such **Salary or Wages** shall not exceed the **Salary or Wages** of the victimized **Insured Person** in effect at the time of the **Workplace Violence Act**;

WORKPLACE VIOLENCE

Salary or **Wages** shall mean compensation the **Organization** or any **Subsidiary** pays an **Insured Person** including but not limited to bonus, commission, incentive payments, and the cost of health, welfare and pension benefits.

4. This Policy does not apply to any **Workplace Violence Act**:
- A. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving war, invasion, insurrection, riot, rebellion, revolution, civil war, or military action;
 - B. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving the use or threat of force or violence occurring for the purpose of demanding money, securities or property.
5. **Related Wrongful Acts** shall mean **Wrongful Acts** or **Workplace Violence Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
6. The Declarations Page is amended by the addition of:

Item 3. Limit of Liability

\$ 250,000 **Workplace Violence Act** Limit of Liability for Each **Policy Year**.

This amended Limit of Liability shall be part of, and not in addition to, the Limit of Liability provided for in Item 3(a) of the Declarations.

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



**AMENDMENT TO DECLARATIONS PAGE
(Separate EPL Retention)**

It is understood and agreed that Item 4 of the Declarations is hereby amended to read as follows:

Item 4. Retentions:

Insuring Agreement A. \$ 0 Each **Claim**

Insuring Agreements B. and/or C.: \$ 1,000 Each **Claim** for **Employment Practices Wrongful Acts**

Insuring Agreements B. and/or C.: \$ 0 Each **Claim** for all other **Claims**

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

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

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Authorized Representative

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TERRORISM COVERAGE ENDORSEMENT CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: \$ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 8/18/2022



ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: COOL SCIENCE COMPANY

Policy Period: 8/18/2022 to 8/18/2023

Policy Number: EPPE448558

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 8/18/2022



POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% beginning on January 1, 2020, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

Employment Practices Risk Management Program

Your Great American ExecPro® Policy gives you access to the following Jackson Lewis Risk Management Program

Jackson Lewis “Hotline” Service

National law firm Jackson Lewis is available for complimentary, confidential telephone consultation on basic workplace employment topics via the toll-free number. Through this “hotline”, you can obtain guidance with respect to best practices for:

- Preserving employment-at-will status
- Managing medical leaves of absence
- Developing an open-door problem resolution procedure
- Reporting and investigating allegation of harassment or discrimination
- Eligibility standards for overtime pay under the Fair Labor Standards Act and state laws
- Developing a program to post opportunities for transfers and promotions to avoid class action claims
- Other basic human resources issues

Reducing Workplace Claims Guide

Via the “hotline” number, you can request a copy of Jackson Lewis’ *Reducing the Risk of Employment Practices Liability Claims Guide*. This guide contains general information about diverse workplace law issues such as:

- Legal basis for employment claims
- Considerations in setting company policies and procedures
- Hiring process and pre-employment testing
- Complying with the Family and Medical Leave Act
- Conducting effective discharge and discipline
- Addressing reports of harassment in the workplace
- Maintaining personal records
- Establishing a code of conduct to help prevent employee misconduct

Preventive Strategies Newsletter

Via the “hotline” number, you can subscribe to Jackson Lewis’ complimentary national and regional e-bulletins, which provide regular analysis and commentary about legal, legislative and political developments that affect the law of the workplace.

Jackson Lewis Training Session

Educational seminars and management training about compliance with federal equal employment laws and other risk management services are offered by Jackson Lewis to policyholders at a special rate. For further details, please call the “hotline” number.

Special Rates

Jackson Lewis will offer special billing rates to ExecPro® policyholders to assist in developing preventive practices, preparing employee handbooks and training supervisors.

To access the Jackson Lewis “hotline” or if you have further questions about the program, please call this toll-free number.

1 (888) 544 8320

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