

INSURING AGREEMENT A AMENDMENT – DEFINITION OF EMPLOYEE DISHONESTY

This Endorsement Changes The Bond. Please Read it Carefully.

Certain words and phrases that appear in bold have special meaning as defined in the Intact form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

In consideration of the payment of the premium, it is hereby understood and agreed that:

1. The attached “**Bond**” is hereby amended by deleting **Insurance Agreement A: Fidelity** and by substituting in lieu thereof the following:

Insuring Agreement A: Fidelity

Loss resulting directly from dishonest or fraudulent acts committed by the “**Employee**” acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the “**Employee**” with intent:

- (a) to cause the “**Insured**” to sustain such loss; or
- (b) to obtain financial benefit for the “**Employee**” or another person or entity.

Notwithstanding the foregoing, however, it is agreed that with regard to “**Loans**” and “**Trading**” this “**Bond**” covers only loss resulting directly from dishonest or fraudulent acts committed by an “**Employee**” acting alone or in collusion with others with the intent to cause the “**Insured**” to sustain such loss and which result in a financial benefit:

- (i) for the “**Employee**”;
- (ii) for another person or entity with whom the “**Employee**” committing the dishonest or fraudulent act was in collusion, provided that the “**Insured**” established that the “**Employee**” intended to participate in the financial benefit; or
- (iii) for an innocent third party occurring as a result of the transfer of Funds or “**Property**” to the benefit of said third party by the “**Employee**” knowing that such third party had no right to these Funds or these “**Property**”, which Funds or “**Property**” are not recoverable by the “**Insured**”.

For the purpose of this **Insuring Agreement**, “**financial benefit**” does not include any employee benefits lawfully earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions, and the expression “**Funds**” or “**Property**” does not include any loan or transaction having the nature of or representing a loan or lease or extension of credit.

The term “**Loans**” as used in this **Insuring Agreement** shall mean all extensions of credit and all transactions creating a debtor-creditor relationship and all transactions by which the “**Insured**” assumes an existing debtor or creditor relationship.

The term “**Trading**” as used in this **Insuring Agreement** shall be deemed to mean the purchase and/or sale of or other dealings in investment vehicles, including but not limited to securities, commodities, futures, options, foreign or Federal Funds, currencies foreign exchange and the like.

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or provisions of the attached “**Bond**” other than as stated above.

All other terms and conditions of the policy remain unchanged.