

EXPANDED DEFINITION OF EMPLOYEE

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 expression "**Employee**" as defined under **Section 1. DEFINITIONS** of the attached "**Bond**" is deleted in its entirety and replaced by the following:

"**Employee**" means:

- (i)
 - a. a natural person in the service of the "**Insured**" at any of the "**Insured's**" offices or premises covered hereunder; and
 - b. retired "**employees**" of the "**Insured**" or other natural persons who are in the service of the "**Insured**" in the capacity of consultants, whose engagement by the "**Insured**" is confirmed by written contract or agreement, while performing services for the "**Insured**" at any of the "**Insured's**" offices or premises covered hereunder; whom the "**Insured**" compensates directly by salary or commissions and whom the "**Insured**" has the right to direct and control while performing services for the "**Insured**";
- (ii) an attorney, barrister, solicitor or notary public retained by the "**Insured**" and an employee of such attorney, barrister, solicitor or notary public while either is performing legal services for the "**Insured**";
- (iii) a person provided by an employment contractor to perform "**employee**" duties for the "**Insured**" under the "**Insured's**" supervision at any of the "**Insured's**" offices or premises covered hereunder;
- (iv) a guest student pursuing studies or duties in any of said offices or premises;
- (v) an employee of an institution merged or consolidated with the "**Insured**" prior to the effective date of this "**Bond**";
- (vi) each natural person, partnership or corporation authorized by written agreement with the "**Insured**" to perform services as electronic data processor of cheques or other accounting records of the "**Insured**" (not including preparation or modification of computer software or programs), herein called "**Processor**". Each such "**Processor**", and the partners, officers and employees of such "**Processor**" shall, collectively, be deemed to be one "**Employee**" for all the purposes of this "**Bond**", excepting, however, the third paragraph of **Section 12. TERMINATION AND CANCELLATION** A Federal Reserve Bank or clearing house shall not be construed to be a "**Processor**";
- (vii) a natural person who is in a training position with the "**Insured**" and whose compensation is provided by public funds, while such person is performing services for the "**Insured**" at any of the "**Insured's**" offices or premises covered hereunder, and whom the "**Insured**" has the right to direct and control while performing services for the "**Insured**";
- (viii) a natural person who is a director or trustee of the "**Insured**" while such director or trustee is engaged in handling funds or other property of any Employee Welfare or Pension Benefit Plan included as an "**Insured**" under the "**Bond**", or any natural person who is a trustee, manager, officer or employee of any such plan.

Any "**Employee**" of an "**Insured**" under the "**Bond**" shall be deemed to be an "**Employee**" of any "**Insured**" under the "**Bond**".

Any "**Employee**" as defined in sub-paragraphs (i), (iii), (v), (vii) and (viii) above, shall be deemed to be an "**Employee**" for a period of sixty (60) days following termination of employment, subject to the terms of the third paragraph of **Section 12. TERMINATION OR CANCELLATION**.

All other terms and conditions of the policy remain unchanged.