

CANADIAN ANTI-SPAM EXTENSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that item (3) under the definition of **Loss** under **SECTION II. DEFINITIONS** of the Directors and Officers Liability Coverage Section, is deleted and replaced with the following:

"Loss" means any monetary amount which an **Insured** is legally obligated to pay as a result of a covered **Claim**, including but not limited to:

(3)

- (i) civil fines or civil penalties assessed against an **Insured Person**, including under the *Corruption of Foreign Public Officials Act* of Canada, Section 2(g)2(B) of the *Foreign Corrupt Practice Act* of the United States of America or any **Similar Legislation**, to the extent such fines or penalties are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, this Policy or the **Claim** giving rise to such fines or penalties and which is most favourable to the insurability of such fines or penalties;
- (ii) civil fines or penalties assessed against an **Insured Person** solely under the *Canadian Anti-Spam Act*, S.C. 2010, c.23 or any **Similar Legislation**, to the extent such fines or penalties are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, this Policy or the **Claim** giving rise to such fines or penalties and which is most favourable to the insurability of such fines or penalties, but solely up to the Sublimit stated in the Declarations Page for this Endorsement;

All other terms, conditions and limitations of this Policy shall remain unchanged.