

Policy number

Issued to:

By:

### ADVERTISING AGENTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. Solely for purposes of the coverage provided under this Endorsement, Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is amended to include the following:

**Wrongful act** means any actual or alleged:

1. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, person or likeness;
3. plagiarism, piracy or misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information; or
4. infringement of copyright, trade name, trademark, trade dress, service mark, title or slogan.

2. Solely for purposes of the coverage provided under this Endorsement, Clause II. **DEFINITIONS** is amended to include the following definitions at the end thereof:

**AD-A. Advertising** means publicity or promotion by **you** for others for a fee, including branding, co-branding, sponsorships and/or endorsements; provided, however, "**advertising**" does not include any publicity or promotion of (1) lotteries, (2) sweepstakes, (3) contests or (4) games of chance.

**AD-B. Advertising services** means any services rendered in connection with **advertising**, broadcasting, public relations, marketing activities, press releases, direct mail marketing and **advertising** on the Internet.

**AD-C. Computer attack** means any unauthorized access or unauthorized use of a **computer system**, the transmission of a **malicious code**, or a **denial of service attack**. "**Malicious code**" means an unauthorized corrupting or harmful piece of code, including, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs." "**Denial of service attack**" means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

**AD-D. Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked

together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets, or virtual private networks.

3. Solely for purposes of the coverage provided under this Endorsement, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph H. is deleted in its entirety and replaced with the following:

H. arising out of any misappropriation of trade secret or infringement of patent;

4. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S. is deleted in its entirety and replaced with the following:

S. arising out of:

1. false arrest, detention or imprisonment; or
2. wrongful entry or eviction, or invasion of any right of private occupancy;

5. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

**We shall not cover claims:**

AD-A. arising out of, based upon or in connection with the operation of a television or radio station, satellite or cable system, or the release of theatrical, radio, Internet or television programs;

AD-B. arising out of, based upon or in connection with any publication that is independent of and separate from **your advertising services**;

AD-C. arising out of, based upon or in connection with any services rendered in the design, development, construction, hosting or maintenance of an Internet site; or

AD-D. arising out of, based upon or in connection with any **computer attack**.

6. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE** is amended to include the following paragraph at the end of that Clause:

**AD-S. Clearance Procedures**

As a condition precedent to coverage **you** shall have adopted and adhered to written Clearance Procedures that are reasonably designed to prevent and protect against the sort of **claims** for which coverage is provided under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**