

**DECLARATIONS PAGE**

**BERKLEY DIRECTORS' AND OFFICERS' EXECUTIVE LIABILITY POLICY FOR PRIVATE COMPANIES**

**New BC05654-1900**

**NOTICE:** THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE) AND REPORTED PURSUANT TO THE CONDITIONS OF THE POLICY.

**Item 1. NAME AND ADDRESS OF INSURED:**

**Incubers Inc.  
7 Bayview Road  
Ottawa  
ON  
K1Y 2C5**

**Item 2. Policy Period:** **From: 12:01 A.M. July 08, 2019 To: 12:01 A.M. July 08, 2020**  
Local time at the address shown in Item 1

**Item 3. Limit of Liability** **\$2,000,000** Per Claim Limit of Liability for the Policy Period ( Inclusive of Defense Costs )  
**\$2,000,000** Aggregate Limit of Liability for the Policy Period ( Inclusive of Defense Costs )

**Item 4. Retention Amount:** Insuring Clause A: **\$0**  
Insuring Clause B: **\$2,500**  
Insuring Clause C: **\$2,500**  
Insuring Clause D: **\$2,500**

**Item 5. Annual Premium:** **\$4,450.00**

**Item 6. Prior and Pending Litigation Date:** **July 08, 2019**

**Item 7. This Policy is subject to the following Endorsements effective at inception:**

Bill C-45 Endorsement (BC DO 1221-2)  
Fiduciary Liability Coverage - Private (BC DO 1012-1)  
Insuring Clause C Anti-Trust Claim Exclusion (BC DO 1235-1)  
Insuring Clause C Contract Exclusion (BC DO 1269-2)  
Insuring Clause C Copyright Patent Infringement Exclusion (BC DO 1268-1)  
Professional Services Exclusion (BC DO 1206-2)  
Pro-Rata Return Premium (BC DO 1154-1)

**These Declarations, the completed and signed application and this Policy with Endorsements shall constitute the contract between the INSURED and the Insurer.**

In witness whereof, the Insurer has caused this Policy to be signed by its authorized signing officer,

  
\_\_\_\_\_  
Chief Agent

Date issued: **July 11, 2019**

**This policy and the Declarations Page contains clauses which may limit the amount payable.**

## PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY

**This is a claims made Policy. Please read the entire Policy carefully.**

In consideration of the payment of the premium and in reliance on all statements made and information furnished to Berkley Canada (herein, the "Insurer") in the **Application**, which forms part of this **Policy**, and subject to the Declarations and to all other terms of this **Policy**, the Insurer, the **Company** and the **Insured Persons** agree as follows:

### Section I. Insuring Clauses

---

#### Insuring Clause A. Directors and Officers Liability

The Insurer shall pay on behalf of the **Insured Persons** all **Loss** for which the **Insured Persons** are not indemnified by the **Company** and which the **Insured Persons** become legally obligated to pay by reason of any **Claim**, other than a **Claim** for a **Employment Practices Wrongful Act**, first made against the **Insured Persons** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**.

#### Insuring Clause B. Company Indemnification

The Insurer shall pay on behalf of the **Company** all **Loss** for which the **Company** grants indemnification to the **Insured Persons**, as permitted or required by law or by the **Company's** Charter or By-laws or by any contractual agreements between the **Company** and any **Insured Person**, and which the **Insured Persons** become legally obligated to pay by reason of any **Claim**, other than a **Claim** for a **Employment Practices Wrongful Act**, first made against the **Insured Persons** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**.

#### Insuring Clause C. Company Liability

The Insurer shall pay on behalf of the **Company** all **Loss** which the **Company** becomes legally obligated to pay by reason of any **Claim** first made against the **Company** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**.

#### Insuring Clause D. Employment Practices Liability

The Insurer shall pay on behalf of the **Insured** all **Loss** which the **Insured** becomes legally obligated to pay by reason of any **Claim** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Employment Practices Wrongful Act**.

#### Insuring Clause E. Investigative Costs Coverage

The Insurer shall pay on behalf of the **Insured** all **Investigative Costs** which the **Insured** becomes legally obligated to pay by reason of any **Derivative Demand** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Act** of an **Insured Person**. **Investigative Costs** coverage shall be subject to an aggregate sub-limit of \$500,000. This sub-limit is part of and not in addition to the Limit of Liability set forth in Item 3 of the Declarations.

### Section II. Extended Reporting Period

---

If the **Named Insured** terminates or chooses not to renew this **Policy** or if the Insurer refuses to renew this **Policy**, then the **Insured** shall have the right, upon payment of fifty percent (50%) of the annual premium or fifty percent (50%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this **Policy** for a period of twelve (12) months immediately following the effective date of such termination or nonrenewal.

This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is given by the Insured to the Insurer within thirty (30) days following the effective date of termination or nonrenewal.

The entire premium for such **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

---

### Section III. Definitions

---

When used in this **Policy** either in the singular or the plural:

**A. Application** means all signed applications, including all attachments and material therewith, for this **Policy** or for any Policy of which this **Policy** is a renewal or replacement, and any public documents filed by the **Company** with any federal, provincial, municipal or foreign regulatory agency within the twenty-four (24) months preceding the inception date of the **Policy Period** specified in Item 2. of the Declarations. All such applications, attachments, materials and filings are deemed attached to and incorporated into this **Policy**.

**B. Claim** means:

1. a written demand for monetary damages or non-monetary or injunctive relief,
2. a civil proceeding commenced by the service of a notice of action, statement of claim, writ of summons, complaint or similar proceeding,
3. an arbitration proceeding commenced by a Notice of Request to Arbitrate or similar document,
4. an administrative or regulatory proceeding against an **Insured Person** commenced by the filing of a notice of charges or similar document,
5. a criminal proceeding commenced by the laying of an information, return of an indictment, or similar document,
6. any written notice requiring the attendance of an **Insured Person** at any official investigation, examination, inquiry or disciplinary proceeding ordered or commissioned by any official body, provided that the term **Claim** shall not include any labour or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, or
7. an **Extradition Proceeding** commenced by receipt by an **Insured** of a written request from a sovereign state to extradite an **Insured Person**,
8. a **Securities Claim**,

including any appeal therefrom.

**C. Company** means the **Named Insured** and any **Subsidiary**, any Joint Venture Entity over which the **Company** exercises management or voting control, and in the event of **Financial Impairment** the resulting debtor (or foreign equivalent).

**D. Defence Costs** means reasonable and necessary fees (including but not limited to lawyers' fees and experts' fees), costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond), incurred by the Insurer or by the **Insureds** with the Insurer's consent, resulting solely from the investigation, adjustment, defence and appeal of a **Claim**, excluding regular or overtime wages, salaries or fees of the directors, officers or employees of the **Company**.

**E. Derivative Demand** means a written notice as described in Section 239(2)(a) of the Canada Business Corporations Act, R.S.C. 1985, c, C-44, or similar provision of any provincial or foreign statute, to the board of directors of the **Company** to bring a civil proceeding in a court of law against any **Insured Person**.

**F. Employment Practices Wrongful Act** means a **Wrongful Act** related to an actual or potential employment relationship with the claimant for:

1. wrongful dismissal, discharge or termination of employment whether actual or constructive,
2. employment discrimination of any kind including violation of any federal, provincial, territorial, state or local law involving employment which would deprive or potentially deprive any person of employment opportunities or otherwise adversely affect his or her status as an employee, because of such person's race, colour, religion, age, sex, national origin, disability, pregnancy, or other protected status,
3. harassment in the workplace, or
4. wrongful deprivation of career opportunity, employment related misrepresentation, retaliatory treatment against an employee of the **Company**, failure to promote, demotion, wrongful discipline or evaluation, or refusal to hire.

- G. Executive Officers** means with respect to any **Company** its past, present and future chairperson, chief executive officer, chief financial officer, and chief legal officer, or equivalent.
- H. Extended Reporting Period** means the period for the extension of coverage, if exercised, described in Section II.
- I. Extradition Proceeding** means a formal proceeding, including the execution of a warrant for the arrest or detention of an **Insured Person**, to extradite an **Insured Person** from the country in which he or she is presently residing to another country which is a sovereign state, for the purposes of either prosecution by that state or imposing a sentence on an **Insured Person** by that state in respect of a criminal offence actually or allegedly committed or attempted by such **Insured Person** even if that offence would not have constituted a criminal offence if it had been committed or attempted in Canada.
- J. Financial Impairment** means (1) the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Company**, (2) a reorganization proceeding relating to the **Company** which has been brought in Canada under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, or similar federal, provincial, territorial, or state legislation; or (3) the **Company** becoming a debtor in possession under Chapter 11 of the United States Bankruptcy Code.
- K. Insured** means (1) any **Insured Persons**, or (2) the **Company** but solely with respect to Insuring Clauses B., C, D and E.
- L. Insured Person** means:
1. any past, present or future duly elected or appointed or *de facto* directors, officers, trustees, or governors of a corporation, members of the board of managers of a limited liability company (or equivalent position), or members of the management committee of the **Company**,
  2. all past, present and future employees of the **Company** not described in the above paragraph,
  3. in the event the **Company** operates outside of Canada, those functionally equivalent titles, positions or capacities to those described in 1. and 2. above in such foreign jurisdiction, and
  4. the estate, heirs, lawful spouse, domestic partner or legal representatives of a deceased, incompetent, insolvent or bankrupt director or officer of the **Company**, solely in their capacity as such and not for their own actual or alleged **Wrongful Act**.
- M. Interrelated Wrongful Acts** means all **Wrongful Acts** based upon, arising out of, or attributable to the same or related facts, circumstances, situations, events, transactions or causes.
- N. Investigative Costs** means reasonable and necessary costs, charges, fees and expenses consented to by the Insurer (including but not limited to attorney's fees and expert's fees) incurred by the **Company** or its board of directors (or the equivalent management body) or any committee of the board of directors (or the equivalent management body), incurred solely in connection with an investigation conducted as a result of a **Derivative Demand**.
- O. Loss** means damages, judgments, settlements and **Defence Costs** which an **Insured** is legally obligated to pay as a result of a **Claim**, including punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favourable to the insurability of such punitive, exemplary, or multiplied damages; pre-judgment and post-judgment interest; and legal fees, expenses and costs awarded pursuant to a court order or judgment.
- Loss** (other than **Defence Costs**) does not include:
1. any amount for which the **Insureds** are absolved from payment,
  2. civil or criminal fines or penalties imposed by law,
  3. any costs incurred by the **Company** to comply with any non-monetary or injunctive relief or any agreement to provide such relief, nor
  4. any amount that represents or is substantially equivalent to an increase in the consideration paid or proposed to be paid by a **Company** in connection with its purchase of any securities or assets.
- P. Named Insured** means the entity designated in Item 1. of the Declarations.
- Q. Outside Entity** means (1) any not-for-profit entity, or (2) any other entity specifically included as an **Outside Entity** by endorsement to this **Policy**.
- R. Outside Position** means the position of director, officer, manager, trustee or other equivalent executive position held by any duly elected or appointed director, officer or trustee of the **Company** in an **Outside Entity** if service in such position is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the **Insured Person** by, the **Company**.

- S. Policy** means, collectively, the Declarations, the **Application**, this policy form and any endorsements attached hereto.
- T. Policy Period** means the period of time specified in Item 2. of the Declarations, subject to prior termination in accordance with Subsection V. E. of this **Policy**.
- U. Securities Claim** means any **Claim**, other than an administrative, regulatory or investigative proceeding against or investigation of the **Company** or an employment-related **Claim**, made against any **Insured**:
1. based upon, arising out of or attributable to the purchase or sale of, or offer to purchase or sell, any securities issued by the **Company**, or
  2. brought by one or more securities holders of the **Company** in their capacity as such, either directly or derivatively on behalf of the **Company**.

Notwithstanding the foregoing, **Securities Claim** shall include an administrative, regulatory or investigative proceeding against the **Company** during the time such proceeding is also being maintained against an **Insured Person**.

- V. Subsidiary** means any entity in which the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the issued and outstanding voting stock or shares:
1. on or before the inception of the **Policy**,
  2. by reason of being created by the **Company** during the **Policy Period**,
  3. by reason of being acquired by the **Company** during the **Policy Period**, whose assets total less than thirty-five percent (35%) of the total consolidated assets of the **Company** as of the inception date of the **Policy**, or
  4. by reason of being acquired by the **Company** during the **Policy Period** (other than as described in subparagraph S. 3. above), if the **Named Insured**, within 90 days of such acquisition, provides the Insurer with written notice thereof and agrees to any additional premium and/or agrees to any amendment of the provisions of this **Policy** required by the Insurer.

In all events, coverage as is afforded with respect to a **Claim** made against a **Subsidiary** or any **Insured Person** thereof shall only apply for **Wrongful Acts** committed or allegedly committed after the effective date that such **Subsidiary** became a **Subsidiary** and prior to the date that such **Subsidiary** ceased to be a **Subsidiary**. A corporation ceases to be a **Subsidiary** when the **Company** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock or shares.

**Subsidiary** shall also mean any Limited Liability Company in which the **Company** owns more than fifty percent (50%) of the Membership Interest.

**W. Wrongful Act** means:

1. any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty by any **Insured Persons** in their capacity with the **Company** or in an **Outside Position**,
2. any matter claimed against any **Insured Person** solely by reason of their serving in such capacity or in an **Outside Position**, or
3. solely with respect to the coverage provided under Insuring Clauses C, D and E., any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty by the **Company**.

## Section IV. Exclusions

---

The Insurer shall not be liable for **Loss** on account of any **Claim** made against any **Insured**:

1. Prior and Pending Litigation or Other Insurance
  - a. based upon, arising out of, or attributable to any litigation or proceeding, including but not limited to civil, administrative, regulatory, criminal, or disciplinary proceedings or any investigation, examination, or inquiry, commenced prior to, or which was pending as of, the Prior or Pending Litigation Date as stated in Item 5 of the Declarations;

- b. based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of notice given under any Policy of which this **Policy** is a direct or indirect renewal or replacement;
- c. which is insured in whole or in part by another valid Policy, except with respect to any excess beyond the amount or amounts of coverage under such other Policy, whether such other Policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other Policy is written only as specific excess insurance over the Limit of Liability provided by this **Policy**.

2. **Bodily Injury or Property Damage, Pollution**

- a. for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in any **Claim** for an **Employment Practices Wrongful Act**;
- b. where all or any part of such **Claim** is based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of or in any way involving actual or alleged seepage, pollution, radiation, emission or contamination of any kind; but this exclusion shall not apply to any **Securities Claim** or any coverage provided under Insuring Clause A.

3. **Conduct**

based upon, arising out of, or attributable to:

- a. the gaining by an **Insured Person** of any profit, remuneration or advantage to which a judgment or other final adjudication in such **Claim** establishes such **Insured Person** was not legally entitled;
- b. the **Insured Person** committing any deliberate criminal or deliberate fraudulent or dishonest act, if a judgment or other final adjudication in such **Claim** establishes that such deliberate criminal or deliberate fraudulent or dishonest act was committed.

4. **Claims by the Company or by an Insured Person**

brought or maintained by or on behalf of the **Company** or by any **Insured Person** in any capacity, provided that this Exclusion shall not apply to any **Claim**:

- a. that is a derivative action brought or maintained on behalf of the **Company** by one or more persons who are not **Insured Persons** and who bring and maintain the **Claim** without the active assistance or participation of, or solicitation by, the **Company** or any **Insured Person**, other than assistance or participation by **Insured Persons** that is protected pursuant to the "whistleblower" provisions of any federal, provincial, territorial, or state statute;
- b. for any **Employment Practices Wrongful Act**;
- c. brought or maintained by any **Insured Person** for contribution or indemnity, if such **Claim** directly results from another **Claim** covered under this **Policy**;
- d. brought by an **Insured Person** who has not served as an **Insured Person** for at least three (3) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without the active assistance or participation of, or solicitation by, the **Company** or any other **Insured Person** who is serving or has served as an **Insured Person** within such three (3) year period;
- e. in the event of **Financial Impairment**, brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver or creditors' committee for the **Company** or any assignee of such trustee, examiner, receiver or creditors' committee;
- f. with respect to **Defence Costs** for any such **Claim**.

5. **Outside Entity or Other Entity**

- a. based upon, arising out of, or attributable to any act or omission of the **Insured Person** serving in the capacity as a director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of any entity other than the **Company** or an **Outside Entity**, or by reason of their status as director, officer, employee, governor, advisory board member, committee member, general partner, partnership manager or trustee of such other entity;
- b. for any **Wrongful Act** arising out of the **Insured Person's** serving as a director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of an **Outside Entity**, 1) if such **Claim** is brought by the **Outside Entity** or any of its directors or officers, or by any security holder or shareholder of the **Outside Entity**, whether directly or derivatively, unless such security holder's or shareholder's **Claim** is instigated and continued totally independent of and without the active assistance or participation of, or solicitation by, the **Outside Entity**, any of its directors or officers, or any **Insured**, other than assistance or participation that is protected pursuant to the "whistleblower" provisions of any federal, provincial, territorial, or state statute, or 2) to the extent such **Insured Person** is indemnified for such **Loss** by such **Outside Entity**.

6. Pension, Employee Benefit, or Welfare Plans

for an actual or alleged violation of the responsibilities, obligations or duties of any **Insureds** in connection with any pension, employee benefit, or welfare plans of the **Company**.

7. **Securities Claims**

- a. based upon, arising out of, or attributable to the payment of allegedly inadequate or excessive consideration in connection with the **Company's** purchase of shares of the **Company**;
- b. for dividends, interest on notes, bonds or debentures, or other such corporate payments relating to securities of the **Company** allegedly owing but not provided or paid by the **Company**.

8. **Claims for an Employment Practices Wrongful Act**

- a. based upon, arising out of, or attributable to the failure of the **Company** to afford reasonable notice to an employee who has been discharged, dismissed or whose employment has been terminated, including any obligation of the **Company**, whether by contract, statute or common law, to afford pay in lieu of notice, termination pay, severance pay, front pay, back pay, or overtime pay, any unpaid salary or wages, bonus compensation or any other type of deferred compensation, or any employment-related benefits of any nature whatsoever including but not restricted to contributions to or continuation of any employee benefit plan or stock options or warrants evidencing a right to purchase securities of the **Company** or the monetary value thereof; provided, however, that this exclusion shall not apply to **Defence Costs**;
- b. for the cost of instituting or maintaining programs to educate employees with respect to discrimination, harassment, or other inappropriate workplace conduct;
- c. for the cost of modifying any building, any premises, or any property in order to accommodate an employee with a disability;
- d. based upon, arising out of, or attributable to an actual or alleged violation of any law with respect to workers' compensation, disability benefits, employment insurance, retirement benefits, or old age benefits.

Severability of Exclusions:

For the purpose of determining the applicability of any Exclusion set forth in this **Policy**:

- 1. the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**; and
- 2. only the **Wrongful Act** of any **Executive Officer** shall be imputed to the **Company** for purposes of Insuring Clauses C, D and E.

## Section V. General Terms and Conditions

---

### A. **Limit of Liability and Retention**

The Limit of Liability set forth in Item 3. of the Declarations shall be the maximum aggregate liability of the Insurer under this **Policy** for all covered **Loss** resulting from all covered **Claims**, regardless of the number of **Claims** or the time of payment by the Insurer.

**Defence Costs** shall be part of and not in addition to the aggregate Limit of Liability set forth in Item 3. of the Declarations, and **Defence Costs** shall reduce and may exhaust such Limit of Liability. If the Limit of Liability is exhausted by payment of **Loss**, the Insurer's obligations under this **Policy** shall be completely fulfilled and extinguished.

For the purposes of this **Policy**, all **Claims** which in whole or in part arise out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** resulting from a single **Claim** shall be deemed a single **Loss**.

The Limit of Liability for the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the aggregate Limit of Liability, which shall be the maximum liability of the Insurer for the **Policy Period** and **Extended Reporting Period** combined.

Except as otherwise provided in this Subsection V. A., the Insurer's liability with respect to **Loss** arising from each **Claim** shall apply only to that part of **Loss** which is excess of the applicable Retention amount set forth in Item 4. of the Declarations, and such Retention amount shall be borne by the **Insureds** uninsured and at their own risk. If different parts of a single **Claim** are subject to different Retentions, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.

If the **Company** is permitted or required by law, by its Charter or By-laws, or by any contractual agreements between the **Company** and any **Insured Person**, but fails or refuses, other than for reason of **Financial Impairment**, to advance **Defence Costs** or indemnify the **Insured Persons** for **Loss**, then, notwithstanding any other conditions, provisions or terms of this **Policy** to the contrary, any payment by the Insurer of such **Defence Costs** or other **Loss** shall be subject to the applicable Retention for **Loss** under Insuring Clause B. or Insuring Clause D.

set forth in Item 4. of the Declarations. For the purposes of this paragraph, the Corporate Charter and By-laws shall be deemed to provide indemnification to the **Insured Persons** for such **Defence Costs** or other **Loss** to the fullest extent permitted by law.

Subject to the foregoing, no Retention shall apply to **Loss** in the event of a **Claim** for which the **Insured Persons** are not indemnified by the **Company**.

No Retention shall apply to Insuring Clause E, **Investigative Costs** Coverage.

## **B. Defence and Settlement**

It shall be the duty of the **Insureds** and not the duty of the Insurer to defend any **Claim**. The Insurer shall have the right and be given the opportunity to effectively associate with the **Insureds** regarding the defence and settlement of such **Claim**, including without limitation negotiating a settlement.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of the **Claim** to the **Insurer**, which right shall be exercised by written notice by the **Company** on behalf of all **Insureds** to the Insurer. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**. From the date the **Claim** is first made against an **Insured** to the date when the Insurer accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of any **Insured** or of the Insurer with respect to such **Claim**. Provided that the **Insureds** have complied with all of the foregoing and subject to all conditions, provisions or terms of this **Policy**, the Insurer shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption of the defence of the **Claim** shall be effective upon written confirmation sent by the Insurer to the **Company**. Once the defence has been so assumed by the Insurer, the **Insured** shall have the right and be given the opportunity to effectively associate with the Insurer regarding the defence and settlement of such **Claim**, including without limitation negotiating a settlement. Once the Limit of Liability has been exhausted, however, the Insurer shall not be obligated to continue to defend such **Claim**.

The **Insureds** agree not to settle or offer to settle any **Claim**, select defence counsel, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Insurer's prior written consent. Only those settlements, **Defence Costs**, assumed obligations or admissions to which the Insurer consents shall be recoverable **Loss** under this

**Policy**. The **Insureds** shall promptly send to the Insurer all settlement demands or offers received by the **Insureds** from the claimant(s).

However, if the **Insureds** are able to settle all **Claims** which are subject to a single Retention for an aggregate amount, including **Defence Costs**, not exceeding such Retention, the Insurer's consent shall not be required for the settlement of such **Claims**.

The **Insureds** agree to provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and agree that in the event of a **Claim** or **Loss** the **Insureds** will do nothing that shall prejudice the Insurer's position or its potential or actual rights of recovery. The Insurer may make any investigation it deems necessary.

When the Insurer has not assumed the defence of a **Claim** in accordance with the second paragraph of this Section and subject to Subsection V. D. of this **Policy**, the Insurer shall advance on behalf of the **Insureds** covered **Defence Costs** which the **Insureds** have incurred in connection with **Claims** made against them, within ninety (90) days after receipt of itemized **Defence Costs** invoices; provided that for purposes of coverage under Insuring Clause C., the Insurer shall not advance or otherwise pay any **Defence Costs** incurred by the **Company** by reason of a criminal proceeding against the **Company** until such proceeding against the **Company** is fully resolved.

The **Insureds** agree that any **Defence Costs** paid or advanced by the Insurer shall be repaid to the Insurer by the **Insureds** severally according to their respective interests if and to the extent it is finally determined that such **Defence Costs** are not covered under this **Policy**.

The Insurer and the **Insureds** shall not unreasonably withhold any consent referenced in this Subsection V. B.

## **C. Notice**

The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the Insurer written notice of any **Claim** made against the **Insureds** as soon as practicable after any **Executive Officer** or the **Company's** risk manager first learns of such **Claim**, but in no event later than (1) sixty (60) days after expiration of the **Policy Period**, if the **Extended Reporting Period** is not exercised, or (2) expiration of the **Extended Reporting Period**, if exercised.



If during the **Policy Period** or the **Extended Reporting Period**, if exercised, the **Insureds** first become aware of any circumstances which may reasonably give rise to a future **Claim** under this **Policy**, and during such **Policy Period** give written notice to the Insurer of the circumstances, the anticipated **Wrongful Act** allegations, the reasons for anticipating such **Claim**, and full particulars as to dates, persons and entities involved, then any **Claim** which arises out of such circumstances shall be deemed to have been first made during the **Policy Period** in which such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such **Claim** is made.

All notices under this provision of this **Policy** shall be in writing and given to:

Claims Department  
**Berkley Canada**  
145 King Street West  
Suite 1000  
Toronto, ON M5H 1J8  
**Fax:** (416) 304-4108  
**Email:** [claims@berkleycanada.com](mailto:claims@berkleycanada.com)

All other notices to the Insurer shall be given to:

Executive and Professional Liability Department  
**Berkley Canada**  
145 King Street West  
Suite 1000  
Toronto, Ontario M5H 1J8  
**Fax:** (416) 304-4108

#### D. Allocation

If a **Claim** is made against the **Insureds** which includes both covered and uncovered matters, or is made against any **Insured** and others who are not **Insureds**, the **Insureds** and the Insurer recognize that there must be an allocation between covered **Loss** and uncovered loss. The **Insureds** and the Insurer shall use their best efforts to agree upon a fair and proper allocation between covered **Loss** and uncovered loss.

If there is an agreement on an allocation of **Defence Costs**, the Insurer shall pay or advance within ninety (90) days after receipt of itemized **Defence Costs** invoices those **Defence Costs** allocated to covered **Loss**. If there is no agreement on an allocation of **Defence Costs**, the Insurer shall pay or advance within ninety (90) days after receipt of itemized **Defence Costs** invoices those **Defence Costs** which the Insurer believes to be covered under this **Policy** until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defence Costs** on account of a **Claim** shall be applied retroactively to all **Defence Costs** on account of such **Claim**, notwithstanding any prior advancement.

Any allocation or advancement of **Defence Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** on account of such **Claim** or any other **Claim**.

#### E. Termination of Policy

This **Policy** shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the **Named Insured** to the Insurer, provided that this **Policy** may not be terminated by the **Named Insured** after the effective date of a Change in Ownership of the **Named Insured** in accordance with Policy Subsection V. (I);
2. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
3. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the Insurer for failure to pay a premium when due, unless the premium is paid within such twenty (20) days; or
4. at such other time as may be agreed upon by the Insurer and the **Named Insured**.

The Insurer may only terminate this **Policy** for non-payment of premium as set forth in subparagraph 3. above and may not terminate it for any other reason.

The Insurer shall refund the unearned premium computed at customary short rates if this **Policy** is terminated by the **Named Insured**. Under any other circumstances the refund shall be computed *pro rata*. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

If the Insurer decides to nonrenew this **Policy**, the Insurer will mail to the **Named Insured** written notice stating such intent at least sixty (60) days before the expiration date set forth in Item 2. of the Declarations.

## F. Representations and Reliance

The **Insureds** acknowledge and agree that the statements, representations and information contained in the **Application** are true and are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**. This **Policy** is issued in reliance upon the truth of such statements, representations and information.

## G. Severability of Application

In the event any of the statements, representations or information contained in the **Application** are not true and accurate, then there shall be no coverage under this **Policy** for any **Claims** made pursuant to:

1. Insuring Clause B., Insuring Clause D and/or Insuring Clause E for **Loss** incurred by an **Insured Person** who had knowledge of the facts that were either omitted from or misrepresented in the **Application**, whether or not the **Insured Person** knew the **Application** contained such misrepresentation or omission; and
2. Insuring Clause C., Insuring Clause D and/or Insuring Clause E for **Loss** incurred by the **Company** if any past or present **Executive Officer** of the **Company** had knowledge of the facts that were either omitted from or misrepresented in the **Application**, whether or not such **Executive Officer** knew the **Application** contained such misrepresentation or omission.

Insuring Clause A. shall not be rescinded by the Insurer in whole or in part for any reason.

For purposes of this Section, knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**, and only knowledge possessed by an **Executive Officer** shall be imputed to the **Company** for purposes of Insuring Clauses C, D and E.

## H. Acquisitions, Amalgamation or Mergers

If, during the **Policy Period**, the **Company** acquires the assets of another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**, or acquires another entity by merger or amalgamation with the **Company**, then such organization and its **Insureds** shall be covered under this **Policy** but only with respect to covered **Wrongful Acts** taking place after such acquisition or creation.

If the acquired assets of such acquired entity exceed thirty-five percent (35%) of the total assets of the **Named Insured** as of the inception date of the **Policy**, then the **Named Insured**, as a condition precedent to coverage with respect to the **Insureds** of such entity, shall give written notice of such acquisition to the Insurer within ninety (90) days after the effective date of the transaction and shall agree to any additional terms and conditions, and pay any additional premium, required by the Insurer.

## I. Change in Ownership

If, during the **Policy Period**, a transaction occurs whereby another entity gains control of the **Named Insured** through the ownership of more than fifty percent (50%) of the voting securities of the **Named Insured**; or the **Named Insured** merges or amalgamates into another entity such that the **Named Insured** is not the surviving entity, then coverage under this **Policy** will continue until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place prior to such transaction.

The **Named Insured** must give written notice of such transaction to the Insurer as soon as practicable, but in no event later than ninety (90) days after the effective date of such transaction. The entire premium for this **Policy** shall be deemed earned as of the date of such transaction.

If such a transaction occurs, the **Named Insured** shall have the right, upon payment of the additional premium described below, to an extension of the coverage provided by this **Policy** for either a 1 year, 3 year, or 6 year Run-Off Period following the termination of the **Policy Period**; but the Insurer may, in its sole discretion and subject to any additional terms, conditions and premiums required by the Insurer, agree by written endorsement to this **Policy** to any other Run-Off Period requested by the **Insureds**. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is given by the **Insureds** to the Insurer within thirty (30) days following the effective date of such transaction. Upon request from any **Insured** following notice to the Insurer of such transaction, the Insurer shall notify such **Insured** of the additional premium amount for this extension of coverage. The **Insureds** shall not be entitled to elect this extension of coverage if an **Extended Reporting Period** is elected pursuant to Section II. of this Policy.

## J. Notice of Public Offering

If, during the **Policy Period**, the **Company**:

1. files any Registration Statement and/or Prospectus with any provincial or territorial securities commission and/or the Securities and Exchange Commission or any similar state or foreign government authority for a public offering of securities and such filing becomes effective; or

- files with any provincial or territorial securities commission and/or the Securities and Exchange Commission or any similar state or foreign government authority to qualify any of its securities for trading,

written notice thereof shall be given to the Insurer within thirty (30) days of such filing, together with any additional information required by the Insurer. The Insurer, at its option, may make amendments to the terms and conditions of the **Policy**, and make a premium adjustment as may be required.

#### **K. Payment Priority**

If the amount of any covered **Loss** which is due and owing by the Insurer under this **Policy** exceeds the then-remaining Limit of Liability applicable to such **Loss**, the Insurer shall pay such **Loss** (subject to such Limit of Liability) in the following priority:

- first, the Insurer shall pay any such **Loss** covered under Insuring Clause A.;
- second, only if and to the extent the payment under subparagraph 1. above does not exhaust the applicable Limit of Liability, the Insurer shall pay any such **Loss** covered under any other Insuring Clause.

Subject to the foregoing paragraph, the Insurer shall, upon receipt of a written request from the **Named Insured**, delay any payment of covered **Loss** otherwise due and owing under Insuring Clause B., Insuring Clause C., Insuring Clause D and/or Insuring Clause E until such time as the **Named Insured** designates, provided that the Insurer's liability with respect to any such delayed **Loss** payment shall not be increased, and shall not include any interest, on account of such delay.

#### **L. Additional Limit of Liability Dedicated for Insured Persons**

The Additional Limit of Liability Dedicated for **Insured Persons** will be an additional Limit of Liability in an amount not to exceed \$1,000,000, which amount is in addition to and not part of the Limit of Liability set forth in Item 3 of the Declarations.

This Additional Limit of Liability Dedicated for **Insured Persons** is available solely for **Loss** resulting from any **Claim** against any **Insured Persons** covered under Insuring Clause A. of this **Policy**, and:

- any **Loss** resulting from any **Claim** against any Director and/or Officer covered under Insuring Clause A of this **Policy** shall first be paid under the 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 Insuring Clause A, Insuring Clause B, Insuring Clause C, Insuring Clause D and/or Insuring Clause E of this **Policy** before **Loss** shall be paid under the Additional Limit of Liability Dedicated for **Insured Persons**, and
- the Additional Limit of Liability Dedicated for **Insured Persons** 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 obligation to make any payment on account of the Additional Limit of Liability Dedicated for **Insured Persons**.

#### **M. Territory and Valuation**

Coverage provided under this **Policy** shall apply to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

All premiums, limits, Retentions, **Loss** and other amounts under this **Policy** are expressed and payable in the currency of Canada. If any element of **Loss** under this **Policy** is stated in a currency other than Canadian dollars, payment under this **Policy** shall be made in Canadian dollars at the Bank of Canada's rate of exchange on the date the element of **Loss** is due and payable.

#### **N. Subrogation**

In the event of any payment under this **Policy**, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, including without limitation the **Insured Persons'** rights to indemnification or advancement from the **Company**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**. In no event shall the Insurer subrogate against an **Insured Person** unless and to the extent Exclusion 3 a. and/or 3 b. in Section IV. of this **Policy** applies to such **Insured Person**.

#### **O. Action Against the Insurer**

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Policy**. No person or organization shall have any right under this **Policy** to join the Insurer as a party to any action against **Insureds** to determine the **Insured's** liability nor shall the Insurer be impleaded by the **Insureds** or their legal representatives.

**P. Authorization Clause**

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of the **Insureds** with respect to the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy** (other than notice of the exercise of the **Extended Reporting Period** provided for in Section II of the **Policy**), and the **Insureds** agree that the **Named Insured** shall so act on their behalf.

**In witness whereof, the Insurer has caused this Policy to be executed on the Declarations page.**

**For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Berkley Insurance Company's insurance business in Canada.**

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

### Bill C-45 Endorsement

It is understood and agreed that Section IV. 2. a. of the Policy is hereby deleted and replaced with the following:

Section IV.

2. a. for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in any **Claim** for an **Employment Practices Wrongful Act** or apply to **Defense Costs** arising from a **Claim** pursuant to section 217.1 of the Criminal Code of Canada (as amended by Bill C-45);

All other terms and conditions of the Policy remain unchanged.

BC DO 1221-2

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

# Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

## Fiduciary Liability Coverage

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

### Insuring Clause F. Fiduciary Liability

The **Insurer** shall pay on behalf of the **Insured** all **Loss** for which the **Insured** becomes legally obligated to pay by reason of any **Claim** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reported Period** for any **Wrongful Act**.

For purposes of coverage provided by this endorsement, the following changes are made to the **Policy**:

1. Section III. of the **Policy** is amended as follows:

**K. Insured** means (1) any **Insured Person** or, (2) the **Company**, or (3) an **Employee Benefit Plan**.

**L. Insured Person** shall also mean:

5. any past, present, or future trustee, committee member, member of the board of directors, officer, in-house general counsel, or employee of the **Company** or an **Employee Benefit Plan**, while acting in their capacity as a fiduciary of an **Employee Benefit Plan** or as a person performing **Administration** for an **Employee Benefit Plan**

**W. Wrongful Act** shall also mean:

4. any actual or alleged breach of the responsibilities, obligations or duties imposed upon any **Insured** in its capacity as a fiduciary of any **Employee Benefit Plan** by the Pensions Benefits Standards Act, R.S.C., 1985, c.32 (2<sup>nd</sup> Supp.) or ERISA, or by the common or statutory law of Canada, the United States of America or any province, territory, state or other jurisdiction anywhere in the world.
5. any actual or alleged negligent act, error or omission of the **Insured** in the **Administration** of an **Employee Benefit Plan**; or
6. any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary as respects an **Employee Benefit Plan**.

2. The following are added to Section III:

**X. Administration** means giving counsel, advice, or notice to **Employees**, participants or beneficiaries, interpreting and handling records in connection with, or effecting enrollment or cancellation of **Employees** under any **Employee Benefit Plan**.

**Y. Employee** means any individual whose labour or service is engaged and directed by the **Company** in the ordinary course of the **Company's** business including past, present, future, part-time, seasonal, temporary or leased employees. However, **Employee** shall not mean independent contractors unless specifically included by written endorsement to this **Policy**.

**Z. Employee Benefit Plan** means:

1. any employee benefit plan, as defined in the Income Tax Act, R.S.C., 1985, c. 1 (5<sup>th</sup> Supp.), for any plan constituted within the territorial limits and jurisdiction of Canada, or as defined by ERISA, for any plan constituted within the territorial limits and jurisdiction of the United States of America, which is operated solely by the **Named Insured**, or jointly by the **Named Insured** and a labour organization, for the benefit of the **Employees** of the **Named Insured** located anywhere in the world, if such plan existed before the **Policy Period** or is afforded coverage pursuant to Section V. subsections H and I of the **Policy**;
2. any other employee benefit plan not subject to Title 1 of ERISA sponsored solely by the **Named Insured** for the benefit of the **Employees** of the **Company**, if such plan existed before the **Policy Period** or is afforded coverage pursuant to Section V. subsections H and I of the **Policy**;
3. any other employee benefit plan if listed as a **Employee Benefit Plan** in an endorsement to this **Policy**; or
4. any government-mandated benefit program for workers compensation, employment, unemployment, social security or disability benefits for **Insured Persons**;

Provided that the **Employee Benefit Plan** shall not include any multi-employer plan or employee stock ownership plan unless such plan is specifically listed as an **Employee Benefit Plan** by endorsement to this **Policy**.

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

3. Section IV. Exclusions 4. and 6. are deleted.
4. In addition to Section IV. Exclusions of the **Policy**, the Insurer shall not be liable to make any payment for **Loss**, other than **Defence Costs** in connection with any **Claim** made against any **Insured**:
  - a. for any failure to collect contributions owed to any **Employee Benefit Plan** or for the return of any contributions to any employer if such amounts are or could be chargeable to any **Employee Benefit Plan**.
  - b. for benefits paid or payable to a participant or beneficiary of any **Employee Benefit Plan** if such benefits are paid or may be lawfully paid from the funds of any **Employee Benefit Plan**.
  - c. arising out of the failure to comply with any law concerning workers' compensation, employment insurance, social security, or disability benefits.
5. In addition to Section IV. Exclusions of the **Policy**, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:
  - a. based upon or attributable to intentional non-compliance with any statute or regulation committed by an **Insured** or by a person for whose actions the **Insured** is legally responsible;
  - b. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any prior and/or pending civil, criminal, administrative or investigative proceeding involving any **Insured** as of the date indicated in Item 6a. of the Declarations, or any fact circumstance or situation underlying or alleged in such proceeding;
  - c. involving any **Employee Benefit Plan** that was sold, spun-off, merged, or otherwise terminated, except for any **Wrongful Act** committed or allegedly committed prior to the date of such spin-off, merger, or other termination;
  - d. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** as respects any **Employee Benefit Plan** if such **Wrongful Act** occurred at any time when the **Company** did not sponsor such **Employee Benefit Plan**; or
  - e. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving the liability of others assumed by any **Insured** under any oral or written contract or agreement, except in accordance with or under the agreement or declaration of trust pursuant to which an **Employee Benefit Plan** was established.
6. For the purposes of the coverage provided by this endorsement only, the Retention shall be \$2,500 and shall apply to each **Claim**, however, no Retention shall apply to **Loss** incurred by the **Insured Persons** where indemnification by the **Company** and/or any **Employee Benefit Plan** is not legally permissible.

All other terms and conditions of the Policy remain unchanged.

BC DO 1012-1

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

### Insuring Clause C: Anti-Trust Claim Exclusion

It is understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Company** 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 the Competition Act, the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, or any provincial, state or federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or any rules or regulations promulgated under or in connection with such statutes, or any similar provision of any provincial, state, federal or local statutory law or common law.

All other terms and conditions of the Policy remain unchanged.

BC DO 1235-1

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019



## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

### Insuring Clause C: Contract Exclusion

It is understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Company** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged liability assumed under any oral or written contract or agreement with the **Company**, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

However, this exclusion shall not apply to **Defence Costs** for any actual or alleged **Employment Practices Wrongful Act**.

All other terms and conditions of the Policy remain unchanged.

BC DO 1269-2

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

### Insuring Clause C: Copyright / Patent Infringement Exclusion

It is understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Company** based upon, attributable to, directly or indirectly arising from, related to, in consequence of, or in any way involving any actual or alleged plagiarism, infringement of copyright or patent or title or slogan, piracy or unfair competition or idea misappropriation.

All other terms and conditions of the Policy remain unchanged.

BC DO 1268-1

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

### Professional Services Exclusion

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

Section IV.

9. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving the performance of services for others for a fee or other consideration, and caused by any act, error or omission.

All other terms and conditions of this Policy remain unchanged.

BC DO 1206-2

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

### Pro Rata Return Premium

It is hereby understood and agreed that if this Policy is terminated by the Named Insured, the Insurer shall refund the unearned premium computed at pro rata rates and not short rate as stated in Section V. E. Termination of Policy.

All other terms and conditions of the Policy remain unchanged.

BC DO 1154-1

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019

## Berkley Insurance Company

---

This endorsement changes the policy.  
Please read it carefully.

---

Insured:	Incubers Inc.
Effective Date:	July 08, 2019
Policy Number:	BC05654-1900
Date Issued:	July 11, 2019