

Form #JURIS-US-IT (Rev. June 21, 2016)
U.S. Jurisdiction Clause – Information Technology

Attached to and forming part of policy form #IT-CGL-2207 (Rev. January 10, 2016).

It is hereby understood and agreed that:

- A. In respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America (or any order made anywhere in the world to enforce such judgment, award, payment or settlement), the following additional terms and exclusions shall apply:
1. The Limits of Insurance and Aggregate Limit are inclusive of all defense costs, fees, charges, expenses and supplementary payments.
 2. This insurance does not apply to awards or damages of a punitive, exemplary or aggravated nature whether in the form of fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
- B. This insurance does not apply to any obligation of the insured because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 (ERISA), as now or hereafter amended, or by any similar federal, state or local laws of the United States of America. Solely with respect to any "employee" of the insured who is domiciled in the United States of America (including its territories and possessions) Exclusion **2.(d)** – Employer's Liability of SECTION 1 – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

This insurance does not apply to:

- (d) **Employer's Liability** "Bodily Injury" to:
- (1) An "employee" of the insured arising out of and in the course of:
 - (i) Employment by the insured; or
 - (ii) Performing duties related to the conduct of the insured's business; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

All other terms and conditions of the policy remain unchanged.