



Monday, October 25, 2021

City of Key West
Office of the City Clerk
1300 White Street
Key West, FL 33040

Re: RFP #007-21 - Marketing Services Key West Historic Seaport

To Whom it May Concern:

Thank you for the opportunity to participate in the Request for Proposal (RFP) #007-21 for Marketing Services, Key West Historic Seaport. WOW MKTG is an award-winning, full-service marketing agency that delivers measurable client success via an integrated suite of in-house services, which include, brand strategy, creative, production, communications and content, events and experiences, interactive development, and media planning and buying. Founded in 2005, we are a minority-owned enterprise with one simple goal: to develop strategies and implement tactics that result in our partners' brands making meaningful connections with consumers. Our agency has an all-star team of more than 65 cross-disciplinary industry professionals with a reputation for impacting client partner efforts with strategic insights, flawless execution, and world-class service. We have significant experience working with clients across multiple categories, including healthcare, entertainment, retail, automotive, and nonprofit. We truly believe our clients are our partners, and embrace challenges with flexibility, ingenuity, and resourcefulness, offering cross-discipline solutions. Additionally, we believe it's our duty to give back to the community. WOW MKTG has contributed more than \$200,000 to nonprofit organizations over the past year and more than \$3,000,000 since opening its doors.

The points of contact for this proposal will be me and Diego Naranjo, who can be reached at (786) 271-5542 and via email diego@wowmktg.com. We are excited about the opportunity to work with your team. Please feel free to call me to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose Dans", with a stylized flourish at the end.

Jose Dans
Founder & President, WOW MKTG
jose@wowmktg.com
(305) 910-6665





CLIENT REFERENCES

Mary E. Lanham

Vice President and Chief Marketing and Communications Officer

University of Miami Health System

Phone: (305) 243-0999

Email: mlanham@med.miami.edu

Mayra Boitel, RPh

Vice President, Chief Merchant -Alternative Formats

CVS Health

Phone: (401) 665-8025

Email: Mayra.Boitel@CVSHealth.com

Monica Rabassa

Vice President, Marketing, Corporate Communications & Public Affairs

Univision Communications Inc.

(305) 487-5347

mrabassa@univision.net





WOW MKTG ACCOUNT TEAM

WOW Team member	Role on Account
Betsy Henao	Responsible for creating and guiding client marketing strategies
Amy Scharf	Dedicated Account Director – Day-to-day client liaison
Diana Delgado	Responsible for the planning of the communications and content strategy to increase brand awareness.
Kyrsten Alvarez	Responsible for the implementation of the communications strategies.
Peg McDaniel	Plan and negotiate the traditional advertising time and/or space required for a successful campaign.
Eileen D’Costa	Project Manager will ensure that work moves through the agency smoothly and manages the creative team queue
Diego Naranjo	Plan, buy, measure and optimize all digital media required for a successful campaign.
Xavier Castaneda	Oversee production of digital assets, including website applications, banners, etc. Develops websites, landing pages, etc. for clients and campaigns.
Felix Castro	Ensures the agency produces high-quality creative content for its clients and oversees the entire creative team, including copywriters, art directors, and designers.





AMY SCHARF, Account Director

Amy is a results-driven professional with strong strategic and tactical and marketing skills experienced in successfully planning and managing 360 marketing initiatives as part of a cross-functional team as well as independently.

PROFESSIONAL EXPERIENCE

WOW MKTG

Account Director

2021 – Present

Coral Gables, FL

Accounts: Oversees the overall strategic direction, and day-to-day marketing operations of the University of Miami Health System, including Sylvester Comprehensive Cancer Center, Sports Medicine Institute, Bascom Palmer Eye Institute, and individual services lines and subspecialties.

Daniels and Roberts, Inc., Full Service Advertising and Marketing

Vice President, Client Services

September 1992-2021

Boca Raton, FL

Client sampling: DOLE® Fresh Fruit, Pilgrim's Pride, Sunburst Farms-Pero Vegetables, Hunter Douglas, Sunbeam/Oster, Travelpro International, Florida Dairy Farmers, Tourist Office of Spain(Miami), SlimFast, IBM, Citrix, Microsoft LA, Sony LA, Simplex Grinnell /Tyco-Sensormatic, Bayview Financial, Inamed, Beckman Coulter, Hilton Fort Lauderdale Beach Resort, Hilton Bonnet Creek, Waldorf Astoria Orlando, Fontainebleau Resort, Sheraton Bal Harbour, Doral Beach Resort, PGA National Resort, Sterling Properties, Kolter Communities, Streamsong Resort, BOYNE Golf, and more.

EDUCATION

Boston University, School of Communications

EILEEN D'COSTA, Project Management Director

Eileen leads the project management team at WOW MKTG, bringing more than 18 years of advertising experience to a department that is critical in ensuring quality and objectives are met on time and within budget. Whether it's coordinating agency workflow or managing end-to-end project completion, Eileen's organizational abilities and attention to detail help guarantee that our clients' goals are always a priority. Before joining WOW MKTG, Eileen worked in account services and project management at BlackDog Advertising and Creative Marketing Partners where she worked on campaigns across an array of industries including tourism, hospitality, healthcare, and automotive.

PROFESSIONAL EXPERIENCE

WOW MKTG

Project Management Director





2019- Present
Coral Gables, FL

BlackDog Advertising
Account Manager
2015 – 2019
Miami, FL

Accounts Serviced: Suwannee County Florida, Dry Tortugas, Statue of Liberty, Historic Tours of America/Old Town Trolley Tours/Ghosts and Gravestones (Key West, St Augustine, Savannah, Boston, San Diego, Nashville, Washington DC), Fury Water Adventures –Key West, Conch Tour Train – Key West, Arlington National Cemetery, San Diego Seals and DC Ducks. Tropic Cinema – Key West, Fisherman's Café – Key West, Green Parrot Bay - Key West, Half-Shell Raw Bar - Key West, Key West Keep Adventures, Key West Info, The Southernmost House - Key West, Key West Concierge, Key West Vacation Homes, El Meson de Pepe - Key West and Mallory Square Market, American Prohibition Museum, Boston Tea Party Ships & Museum, Key West Aquarium, Deering Estate, Potter's Wax Museum, Key West Shipwreck, Little White House and The Old Jail, and the University of Miami Master of Arts in Liberal Studies.

CMP Advertising
Manager/Agency Operations
2002 – 2015
Miami, FL

Accounts Serviced: Preferred Care Partners, 4beauty, Coral Gables Executive Physicians and Florida Health Solutions, Esserman Nissan/VW, Weston Nissan/Volvo, Autocity Buick/Pontiac/GMC, Palmetto 57 Nissan/VW, Tropical Chevrolet and Plantation Nissan, Key Realty Advisors, Admirals Walk, Avalon Luxury Condominiums, The Tides, Walden Palms and The Villas at Hickory Place, Los Ranchos Steakhouse, Energy Kitchen, Applebee's, Bravo Supermarket, Emilio's Trattoria, and Bottega La Dolce Vita.

EDUCATION

Florida International University
Bachelor of Science, Business Administration

DIANA DELGADO, Communications Director

Diana skillfully crafts the right messages for every audience in both English and Spanish, delivering it through the appropriate channels. She previously served on the leadership teams for several nonprofit and business organizations, including St. Jude Children's Hospital, Autism Speaks, and the Greater Miami Chamber of Commerce. Her experience includes working on significant public relations and social media initiatives for large national accounts such as Target, Nielsen, Homewood Suites, Toyota, AARP, and Univision Communications, Inc. Diana is a proud University of Florida alum and member of its leadership honorary society known as Florida Blue Key. She's also served as president of the UF Association of Hispanic Alumni and is currently a member of the Junior League of Miami.





PROFESSIONAL EXPERIENCE

WOW MKTG

Communications Director

2017 - Present

Coral Gables, FL

The Conroy Martinez Group

Account Executive

2014 - 2017

Coral Gables, FL

Accounts: Baptist Health South Florida, Healthy Start Coalition of Miami-Dade, Dolphin Mall, Miami Seaquarium, JLG Latin America, and Greater Miami Chamber of Commerce.

Republica Havas

Account Manager

2011- 2014

Miami, FL

Accounts: Homewood Suites by Hilton, Toyota, AARP, Strong Women Strong Girls, Hispanic Association on Corporate Responsibility (HACR), Univision Communications Inc, Nielsen, and Target Corporation.

Hispanic USA

Media Relations Specialist

2008 - 2011

Miami, FL

Accounts: DIRECTV Más, US Century Bank, ABC Radio (now ESPN Radio)

EDUCATION

University of Florida

Bachelor of Arts, Spanish

2003-2007

KYRSTEN ALVAREZ, Content Manager

Kyrsten Alvarez is an experienced content strategist with more than eight years of experience and knowledge in marketing and social media. She became an expert in crisis communications as a result of her experiences working with Miami-Dade Animal Services and the Miami-Dade Police Department. She was a Committee Member for Super Bowl LIV, working at the Joint Information Center. Before coming to WOW, she worked with Florida International University as the Social Media Manager. Kyrsten also serves as an Adjunct Professor at the FIU College of Business Marketing and Logistics Department, teaching graduate, and undergraduate students Digital Marketing and Branding. As an experienced marketer, she builds brands throughout the digital arena and believes in strategic data analysis while measuring





success. As proud FIU Panther Alumna, Kyrsten holds a bachelor's degree in Business Administration, Master's of Science in Marketing and is currently working on her Ph.D. in Strategic Communication.

PROFESSIONAL EXPERIENCE

Florida International University
Social Media Manager, External Relations
2020 - 2021
Miami, FL

Adjunct Professor
2020 - Present

Miami-Dade Police Department
Social Media Specialist
2019-2020
Miami, FL

Miami-Dade Animal Services
Social Media Specialist
2018 - 2019
Miami, FL

EDUCATION

Doctor Of Philosophy Candidate In Communication (Ph.D.)
Liberty University | Expected 2023

Master Of Science In Marketing
Florida International University, 2018

Bachelor Of Business Administration
Florida International University, 2015

PEG McDANIEL, Associate Media Director

Peg has more than 30 years of experience managing strategic media buying on local, national, and international platforms. She has a diverse list of client experience reaching multicultural market demographics for industries that include, quick-service restaurants, tourism/hospitality, retail, sports, and automotive. Peg has also directly influenced numerous outside groups that include, but are not limited to, media sales teams on how advertising agencies and marketing firms approach the business, teaching, and molding advertising students at the University of South Florida as an adjunct professor, and lectured to countless other professional groups. Additional Experience includes working with various





advertising agencies in Florida, with media experience in supervision, planning, research, and buying for several product categories including Florida Lottery, and Pinellas County CVB – St. Pete/Clearwater Tourism.

PROFESSIONAL EXPERIENCE

WOW MKTG

Associate Media Director

2019- Present

Coral Gables, FL

Leads planning/research/oversight/buying on various accounts: Miami Marlins, The Children's Trust, CareMax Medical Centers, Miami City Ballet, Prospyr – Buy/Sell Jewelry & Precious Metals, Homestead Miami Speedway, and Adrienne Arsht Center for the Performing Arts.

MCD MEDIA INC.

Strategic Marketing and Media Management Consulting Agency

Oct 2001-2019

Hollywood, FL

Freelance and Projects Supervision/Planning/Oversight/Buying on various categories including automotive, attorneys, QSRs, tv station promotion; FL, SE & US.

MC2 ADVERTISING INC.

Senior Vice President, Consumer Connections

Mar 2016-Feb 2018

Miramar, FL

Led planning/research/oversight/buying for McDonald's Local Co-ops in South Florida (Miami/Ft. Lauderdale), Ft. Myers/Naples, West Palm Beach, Tallahassee FL/Valdosta GA, South Florida Commuter Services (Projects), South Florida/West Palm Beach

FAHLGREN INC.

Vice President, Media Director/Consumer Connections

1993-2016

Ft. Lauderdale, FL

Supervision/planning/oversight/buying: McDonald's Local Co-ops, South Florida (Miami/Ft. Lauderdale), Ft. Myers/Naples, West Palm Beach, Tallahassee FL/Valdosta GA, Greenville/Spartanburg/Asheville SC, Visit Florida – State Tourism, Nova Southeastern University, 20th Century Fox & MGM – Movie Distributors, Florida Cadillac.

EDUCATION

Bachelor of Arts, Communications/Advertising & Marketing

University of South Florida, Tampa.





DIEGO NARANJO, Digital Media Director

Calm under pressure, Diego is an expert in developing and executing data-based strategies to drive clients' ROI via any and every paid digital and social media channel. He has experience on the client and agency side, in accounts and media, and with multi-cultural/multi-channel campaigns. His experience includes Account Director at Accentmarketing Communications and SapientNitro, VP of Digital Strategy for TMP Worldwide, and VP of Digital Strategy & Media for Starmark International. Diego has executed digital marketing plans for General Motors, Celebrity Cruises, The Walt Disney Company, SeaWorld Orlando, SCJohnson Wax, Johnson & Johnson, CVS, Nova Southeastern University, Florida International University School of Business, Kaplan University, Career Source Florida, FPL FiberNet, and The Children's Trust.

PROFESSIONAL EXPERIENCE

WOW MKTG

Digital Media Director

2015 – Present

Coral Gables, FL

Starmark International

Vice President, Digital Strategy & Media

2012 – 2015

Fort Lauderdale, FL

TMP Worldwide

Vice President, Digital Strategy

2010 – 2012

Coral Gables, FL

SapientNitro

Account Director

2007 – 2010

Miami, FL

Accentmarketing Communications

Account Director

2003 – 2007

Miami, FL





Walt Disney World
Advertising Manager
2000 – 2003
Orlando, FL

EDUCATION

Bachelor Of Business Administration
Florida International University

XAVIER CASTANEDA, Interactive Production Director

Xavier is plugged in and harnessing a world of code and tech to engineer sites, apps, and interactive units for WOW MKTG's clients, making the impossible look easy. He began his career 16 years ago as a graphic designer and animator, transitioning into interactive design and development early in his career. He perfected his diverse talents at local startups and boutique digital shops, before leading the Interactive Development team at República. Xavier has seen it all from landing pages for Google, to complex sites for banks and pharmaceutical brands. He's also worked for brands like Burger King, Four Seasons, Nielsen, Toyota, NBCUniversal, and The White House.

PROFESSIONAL EXPERIENCE

WOW MKTG
Interactive Production Director
2018 – Present
Coral Gables, FL

Republica Havas
Sr. Digital Director
2008 – 2017
Miami, FL

Business Exponents, Inc.
Web Developer
2007 – 2008
Miami, FL

S2NET
Web Designer
2002 – 2007





Miami, FL

EDUCATION

Miami International University of Art and Design
Master of Animation, Computer Animation
2005 – 2007

Art Institute of Fort Lauderdale
Bachelor of Science, Media Arts and Animation
2000 – 2003

FELIX CASTRO, Creative Director

Felix leads our multidisciplinary creative team in delivering award-winning, strategically developed concepts, art, and copy for integrated campaigns. He came up the agency ranks in Puerto Rico, with stops at global agencies like Wing Latino, Circulo LOWE, DDB, and Euro, before joining República in Miami. He built and led creative teams at multiple stops, developing talent and world-class creative campaigns for regional, national and international clients such as Burger King, Suzuki, Honda, American Airlines, Pernod Ricard, BBVA, Sedano's Supermarkets, and Baptist Health South Florida.

PROFESSIONAL EXPERIENCE

WOW MKTG
Creative Director
2013 – Present
Coral Gables, Florida

Republica Havas
Creative Director
2008 – 2013
Miami, FL

EJE Sociedad Publicitaria, DDB
Art Director
2006 – 2008
Puerto Rico

Circulo LOWE
Art Director
2004 – 2006
Puerto Rico





Premier Euro RSCG
Art Director
2001 – 2003
Puerto Rico

Wing Latino Group
Graphic Designer
1999 – 2001
Puerto Rico

APPROACH TO MARKETING & COMMUNICATIONS PROJECTS

WOW MKTG believes that process makes perfect. We follow the same steps for each account to ensure peak performance. Each of these steps is orchestrated by our Account and Project Management teams to ensure accuracy and consistency. Our client partners are essential to our process, providing input and feedback throughout each step. We have a three-step strategic approach that involves planning, creating and amplifying. Using client and subscription data, we develop a strategic campaign that aligns with client goals and KPIs.

The first step is to develop an action-oriented, 360° marketing and communications strategy that is rooted in qualitative and quantitative research to provide thoroughly supported campaigns that deliver results. When other agencies buy media based on knowledge acquired through years in the business, WOW combines experience with hard data. When other agencies rely on media outlets and publishers to send them research, we invest heavily in research to have the unbiased, untampered data necessary to create accurate plans.

We follow the plan with the development of an impactful and flexible content strategy that tells your brand story through images, video, and graphics that live on owned, paid and earned channels. WOW's integrated approach to marketing is rare in that paid, earned, and digital media are part of the seamlessly planned equation executed under one roof.

After developing a unique, strategic mix of owned media content and channel distribution, we amplify our goal-oriented messaging with earned and paid media to connect to target audiences. This structure keeps consumers engaged and encourages them to be part of the conversation while maintaining flexibility and efficiency. For WOW it is absolutely crucial to quantify success with data. We monitor cross-platform activity and analyze the performance of each channel, as well as the correlations





between channels. Our integrated reporting highlights opportunities to optimize in order to continually improve results.

The use of market research and data to create effective communications programs is our specialty. WOW never presents a plan without research and analysis to support its recommendations. We subscribe to all available industry research tools, and when data is not readily available, we partner with professional market researchers to obtain additional data that fills in the gaps. Our staff is trained to take deep dives and look at research from many different angles to ensure effectiveness. Whether tasked with increasing membership, product sales, ticket sales, brand awareness, or fundraising, market research is where we begin and end.

WOW MKTG is unparalleled in its use of qualitative and quantitative research to provide thoroughly supported campaigns that deliver results. When other agencies buy media based on knowledge acquired through years in the business, WOW combines experience with hard data. When other agencies rely on the media to send them research, we invest heavily in research to have the unbiased, untampered data necessary to create accurate plans. Further, our best clients are those for whom we can develop marketing plans that directly link to sales goals so we can track and document a proven record of success. Our reports are meticulously prepared and leave no room for nebulous results. WOW's integrated approach to marketing is rare in that paid, earned, and digital media are part of the seamlessly planned equation executed under one roof. Shrinking media outlets necessitate leveraging paid media for editorial added value where lines are blurring between paid and earned. Likewise, our public relations team is part of a communications department that writes copy for paid media influencer placements, advertorials, social media, and more, when necessary. When you hire WOW, you get the whole team working together cross-departmentally.

WOW also sets itself apart from other agencies by having a fully bilingual, multicultural staff capable of executing campaigns that resonate with minority populations as well as with diverse or more homogenous general market audiences. Whether marketing products and services to a Florida community that resembles Latin America or one that looks more like the Northeast or the Deep South, we know how to develop messages that work.

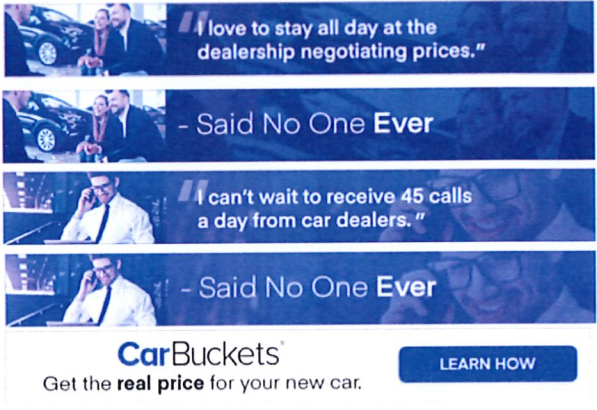
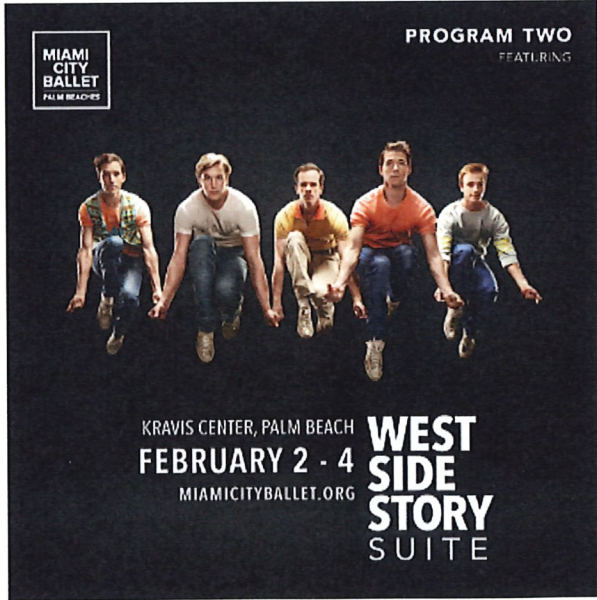
Lastly, your media spend is NOT alone. WOW uses total annual billings to negotiate the best-in-class media plans that deliver succinct and engaging consumer connectivity at greatest cost efficiencies for all of the agency's partners. Currently, WOW leverages the power of \$41 million* annual media spend to secure the strongest and most efficient media buys for clients. By leveraging partnerships across media





platforms, WOW maximizes exposure and generates efficiencies with a multidimensional media approach, layering in added-value, non-traditional media and events, plus tactics like premium first-in-break positions and narrow dayparts. Across clients, there is a minimum requirement of a 1:1 value for all bonus elements negotiated, at times even delivering 3:1. Ultimately, WOW's goal is to deliver efficiency and results. WOW's nature is not just to execute a campaign, but fully embrace it.

WORK EXAMPLES

<p>Category: Digital Display Medium: Online Display advertising Client: CarBuckets.com Description: Still Images above showcase all frames of an animated gif with the final frame being the lockup Live Dates: February 2019 Markets: South Florida</p>	
<p>Category: Digital Display Medium: Pandora digital radio – companion banner Client: Miami City Ballet Live Dates: January 2019 Markets: South Florida</p>	



WOW M K T G

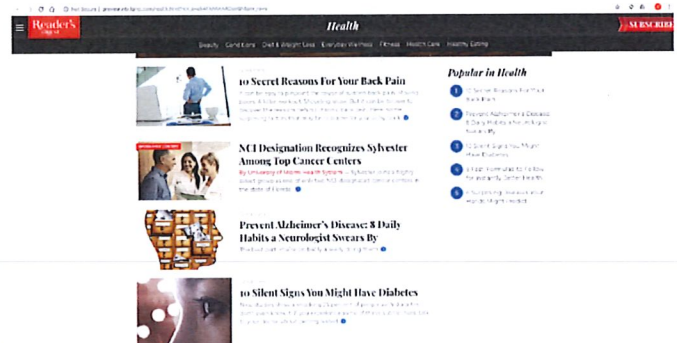
Category: Digital Display
Medium: Online Display advertising, various size ads
Client: Homestead Miami Speedway
Live Dates: September 2019
Markets: National



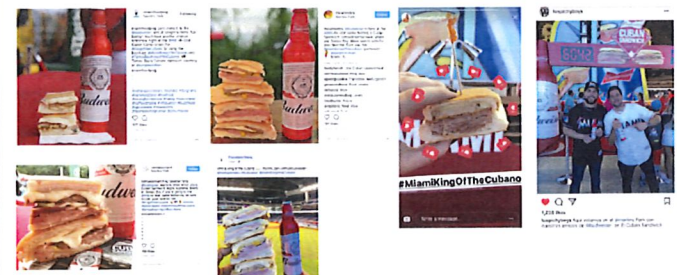
Category: Paid Social / Native
Medium: Facebook
Client: CarBuckets.com
Description: Facebook Carousel
Live Dates: August 2019
Markets: National



Category: Paid Social / Native
Medium: Native advertising
Client: Sylvester Comprehensive Cancer Center
Description: NCI designation announcement
Live Dates: August 2019
Markets: State of Florida



Category: Bloggers / Social Media Influencer(s)
Medium: Facebook & Instagram
Client: Budweiser Cuban Sandwich Series with Miami Marlins and Tampa Bay Rays
Description: 2017
Live Dates: May 2017
Markets: Miami & Tampa DMA




WOW | MKTG

Category: Print/Direct Mail
Medium: Full Page Print Ad
Client: The Children's Trust
Live Dates: 12/2018
Markets: Miami-Dade County



Category: Out-of-Home
Medium: Bulletin, 14x48 with Extension
Client: Headquarter Toyota
Live Dates: 2/1/2019 – end of year
Markets: Miami-Dade County
Agency: WOW MKTG



<p>Category: Out-of-Home Medium: Bus Shelter Client: Homestead-Miami Speedway Live Dates: 10/15/19 – 11/17/19 Markets: Miami-Dade & Broward Counties Language: English</p>	
<p>Category: TV Medium: Cable, Local Client: Maserati North America Live Dates: Summer 2020 Markets: Miami-Dade & Broward Counties Language: English</p>	<p>COVID PSA TV Spot</p> <p>https://www.youtube.com/watch?v=Uz0dElixF4o&feature=youtu.be</p>

The Children's Trust - #Read30

Situational Analysis

The Children's Trust (TCT) had a long-established Read to Learn public awareness campaign to increase the number of Miami-Dade County children reading at or above grade level by the third grade, a critical benchmark to academic and lifelong success. One element of the campaign encouraged parents to read with their children for 30 minutes per day, which was complicated by language barriers in the community's large and highly diverse immigrant population.





Objective(s) and/or goal(s)

To challenge parents to read to their children for 30 minutes daily and position The Children's Trust as a resource.

Strategy and Execution

WOW recommended the development of a social media challenge with a call to action for parents, families, and mentors to snap and post photos reading with their children using #Read30. An incentive was established to increase the likelihood of participation and redeemed digitally to provide instant gratification with a smooth user experience. Users who participated were acknowledged as a #Read30 All-Star and received a printable #Read30 certificate featuring the name of the child. Afterward, online reading materials were made available through digital book resources provided by the Miami-Dade Public Library System (MDPLS). The Read to Learn landing page was the campaign's calling card. It was a user-friendly avenue for parents to navigate and gather information about the initiative. A paid media strategy helped support the social and viral nature of the effort by generating awareness and engagement among our Spanish and English-speaking target audiences and communicated key campaign milestones (i.e., kick-off event). Paid media also worked to drive long-term TCT marketing goals, such as generating 'LIKES' for the TCT social channels and Generating opt-in subscriptions to the TCT newsletter (Spanish and English). The invitation to join the movement was accepted and embraced by our partner stations, WSVN/Fox, and WLTU/Univision. Stations produced :30s integration commercials to educate viewers on the power of #Read30 and the difference it can make in the lives of their children. Integrations aired on broadcast TV and generated high reach and awareness via paid and added value units.

Performance metrics

- Total number of hashtag impressions: 13,440,183
- Broadcast impressions from WSVN & WFOR approached 750,000 impressions.

Chapman Partnership

Situational Analysis

WOW has provided branding and communications services to Chapman Partnership, a public-private entity part of Miami-Dade County, since 2017. Founded in 1995 by Alvah H. Chapman, the nationally recognized homeless shelter operates two facilities with comprehensive support programs that include emergency housing, meals, health, dental and psychiatric care, daycare, job training, job placement, and assistance with securing stable housing. With 110,000 admissions since its inception, 43 percent of Chapman's residents are children and families. WOW developed the website for Chapman's online fundraising platform, and currently manages its social media, public relations, crisis management, and advertising. We also plan and execute its annual fundraising gala every November that regularly nets \$1.2 million.





Objectives and/or goals

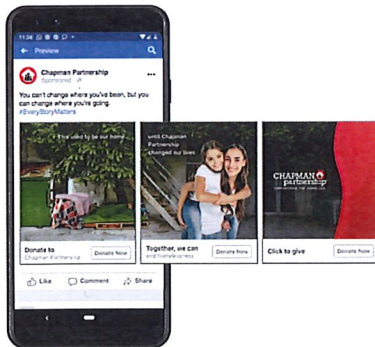
To maintain a positive image of Chapman Partnership and its work with the homeless in Miami-Dade County.

Strategy & Execution

Our strategy is always to procure positive stories to offset negative publicity throughout the year. We leverage traditional media outlets, our owned social channels, and for the first time during 2018-2019, the power of influencers to help spread the message of Chapman Partnership. Positive news coverage generally features success stories, programs, services, volunteers, and new strategic direction, or leadership. We always refrain from providing details to the media during a crisis until an internal investigation is completed. Privacy laws prohibit us from detailing any information about a resident. Chapman's financial management was recently called into question by a key business publication in a story about valuable property owned by Chapman that was sitting idle. We recommended a meeting between Chapman's CEO and the reporter to clear the air and address the situation head-on. Plans were shared about a possible new center and programming on the property in question focusing on entrepreneurship for young adults. The story became an exclusive for the publication and showed how Chapman Partnership was developing progressive programming.

Performance Metrics

Total media impressions for 2018-2019 totaled more than three million across online, print, social media, television, and radio.



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CASE STUDIES

Miami-Dade County Fair

Situational Analysis

The Miami-Dade County Fair is the largest Springtime family event in South Florida. The Fair sits on 86 acres of well-groomed open fields with large-capacity exhibit halls, 100 state-of-the-art rides, two kiddie lands, more than 200 dining locations, games, livestock/agricultural competitions, and live entertainment. Some favorite family entertainment options include World of Agriculture, Petting Zoo, Royal Hanneford Circus, African Acrobats, and Shangri-La Chinese Acrobats. The Miami-Dade County Fair is a private, not-for-profit organization dedicated to enriching the local community by promoting education and South Florida agriculture while showcasing and rewarding youth achievement. The Fair has donated more than \$8 million in scholarships, awards, and premiums.

Objective(s) and/or goal(s)

To drive recurring and new attendance to The Fair by educating consumers of the enormous value it represents to the entire family: exciting rides, delicious food, live entertainment, live animals, and the best place for family and friends to gather.

Creative strategy and Execution

The creative approach entailed re-energizing the brand by injecting a youthful tone to its highly-recognized jingle while showcasing all available activities. We wanted to capture close-ups of genuine, joyful moments that encompassed the essence of Miami-Dade's present, diverse consumer profile as well as the new exciting offers we developed in collaboration with the client. Some promotions offered advance sales; free admission on opening day for students wearing their school uniform if accompanied by an adult, as well as for seniors and military personnel; free admission anytime for children under age five; \$5 admission Mon-Fri before 5:00 p.m. (\$5 before 5); free admission for children ages 6-12 Mon-Sun (who bring an empty Pepsi can); pay one price (\$25) for unlimited rides; and advanced ticket purchases at participating Navarro pharmacy or Sedano's supermarkets.

Media strategy and execution

The agency conducted a deep-dive qualitative and quantitative analysis against the DMA, (Miami-Dade and Broward counties) to assess the best media and vehicles to reach multi-ethnic families age 25-54 with children and household incomes of \$50K+. We negotiated broadcast TV, radio, and online radio channels at \$1 for \$1 with ticket trade for all advance sales promotions, which helped optimize frequency during pre-opening and throughout the 18-day Fair. TV buys reflected family-friendly programming to establish a connection with what The Fair represents to the community. Cross-platform broadcast and digital radio channels were used to promote a variety of promotional offers to excite consumers. Messages were delivered by on-air talent to better resonate with loyal listeners. Digital radio messages included a variety of banner sizes prominently displayed on the home pages of online radio channels. Radio stations were evaluated and rated against 13 qualitative variables, including the ethnic composition of African-Americans, Haitian, Jamaican and Bahamian Blacks, Cuban, South American,





Central American, Puerto Rican, and Mexican Hispanics, as well as non-Hispanic whites to capture everyone with our message. Public relations focused on securing coverage of all Fair activities and coordinating interviews within the news and local community programs.

Performance metrics

Attendance at the Miami-Dade County Fair increased by 21% in 2019 and recorded the highest increase in five years! Each Paid Media dollar, received \$0.95 in added value, totaling \$1.04M. We delivered more than 54 million impressions across all mediums. Sales generated from digital advertising totaled \$488,010, significantly more than the \$280,000 forecasted.

Sylvester Comprehensive Cancer Center

Situational Analysis

The Sylvester Comprehensive Cancer Center underwent its first brand messaging refresh in 2018 as part of a new campaign. Sylvester wanted to strengthen its position as a leader in the following: cutting-edge cancer research, delivering tailored and targeted treatment with best patient outcomes, unique patient services, and therapies regionally, nationally, and ultimately internationally. The campaign had three phases. Following the initial messaging refresh, phase two was optimized to serve as a set-up for phase three, the big reveal of Sylvester's National Cancer Institute (NCI) designation. Sylvester is the only university-based cancer center and now the only NCI-designated cancer center in South Florida.

Objective(s) and/or goal(s)

To establish the Sylvester Comprehensive Cancer Center as the premier cancer care provider and cancer research institution in the region and develop a brand identity that resonated with consumers in phase one. To continue increasing brand awareness and presence in phase two. To feature the NCI designation announcement with detailed messaging about the award and its significance of scientific excellence to our community in phase three.

Creative strategy and execution

To position the Sylvester Comprehensive Cancer Center as a world-class facility and convey its differentiating characteristics, we developed an integrated, consumer-facing brand marketing campaign called "Still Here" to reintroduce the Sylvester brand to South Florida. One of our most unique and powerful differentiators, Sylvester's higher patient survival rates, inspired the first phase of the campaign. "Still Here" was propelled by patient stories of perseverance, showing a glimpse of the impact that Sylvester's research and treatment plans have on patients. In later phases, the messaging and creative also evolved to include how cancer affects those around the patient, such as family, caregivers, and friends.





The tagline and landing page were transcreated to better connect with the Hispanic market in South Florida. "In Pursuit of Your Cure " became *En Búsqueda de Su Cura*. We transcreated our "Still Here" campaign in Spanish with personal, meaningful stories, relatable to the Latin community.

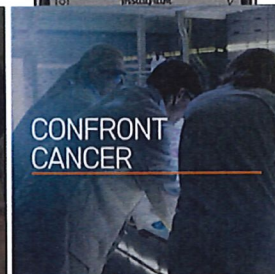
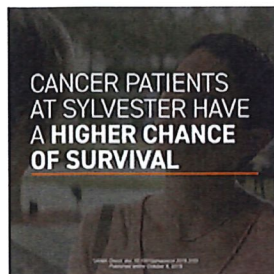
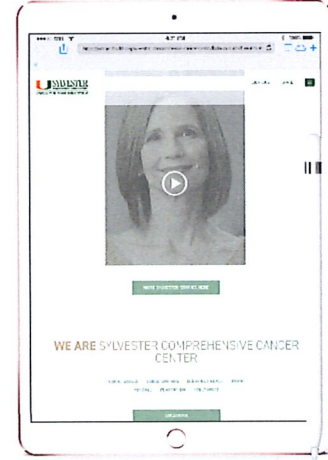
At the heart of the campaign was InPursuitOfYourCure.com. All creative assets drove consumers to the campaign landing page, providing additional depth to concepts. Assets included a combination of traditional and digital media, including out-of-home, in-airport signage and in-flight videos, metro station wraps, advertorials, print ads in top publications, geofencing, streaming (Pandora) and traditional radio, in-theater advertising, and television/cable commercials.

Media strategy and execution

Phase one and two of the campaign ran across Miami-Dade, Broward and Palm Beach counties. Because Sylvester is only the second NCI-designated cancer center in the state of Florida (home to 21 million residents with one of the highest instances of cancer), the media campaign for phase three was expanded statewide to include the following markets: Naples, Tampa/St. Pete, Orlando, Jacksonville, and Tallahassee.

Performance metrics

The messaging resonated overall with the target audience. The combined phase one and two broadcast and digital campaigns generated more than 123 million impressions across all channels, with 2.5 million post engagements across Facebook, Instagram, and Twitter.





Homestead Miami Speedway

Situational Analysis

Homestead-Miami Speedway has a deep-rooted connection with its core NASCAR audience. But in a highly competitive sports market with a wealth of entertainment options vying for consumer attention, how would they drive attendance and impact for the NASCAR Finals Championship Weekend, the sport's biggest event?

Objective(s) and/or goal(s)

WOW MKTG took on the challenge. Our team was tasked with keeping a connection with core NASCAR fans, as well as recruiting new audiences to the big race, corresponding event experiences, and ultimately to the sport.

Creative strategy and execution

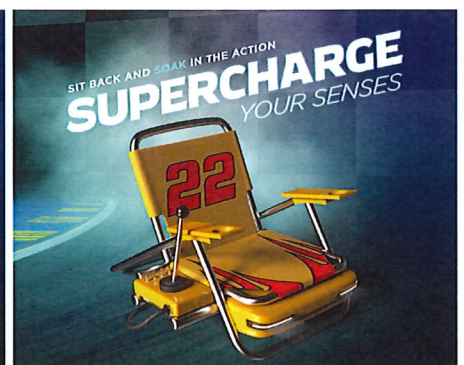
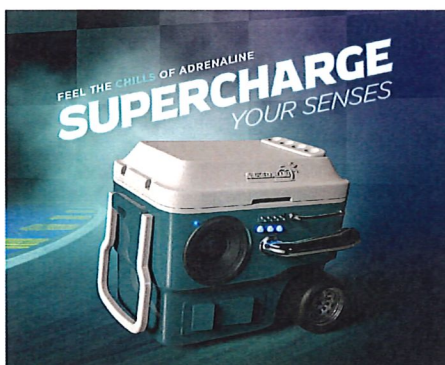
Our strategy was to develop a versatile, multidisciplinary campaign targeting both the die-hard NASCAR fan and the South Florida entertainment seeker.

Media strategy and execution

We opened up communications with attendees of other local sporting events and festivals, and also implemented Spanish-language media messaging to reach Latino sporting fans. Our diverse creative campaign leveraged a mix of broadcast, outdoor and online messaging, connecting frequently with target audiences across multiple media touchpoints.

Performance metrics

After only 60 days in the market, the big race weekend was a huge success! Homestead-Miami Speedway **sold 100% of its race tickets, selling out attendance in record time.** Our high-frequency, mixed media messaging and real-time optimization efforts helped to exceed performance expectations and made a quantifiable impact with people. We kept pace with core fans while introducing the venue and the sport to thousands of first-timers, helping to build up the next generation of NASCAR fans.





FEE STRUCTURE

WOW annual fee calculations for this RFP were based on an annual fee with a discounted blended rate of \$120/hour. WOW's open rate is \$150/hour to project-based clients. *The current standard industry blended hourly rate is \$160 (based on the 2018 4A's hourly labor billing rate information).* Once the client brief is submitted, we will provide a detailed scope of work that includes projected hours and costs.

If WOW MKTG is selected, we will provide an additional 30% in added value hours per month as bonus and be valued at our reduced agency blended rate of \$120/hour. The benefit of integrated earned and paid services allows us to provide this added bonus.

Media Commissions: The purpose of media commissions is to cover the stewardship of all media-related tasks required to deliver the requested scope of work. This includes development of a media strategy, development and management of a reporting dashboard tool, asset trafficking, issuing traffic tagging, media buying and billing reconciliation, ongoing client status meetings, development of monthly reporting protocol, yearly wrap up report, competitive analysis required, etc.

For project-based clients, WOW MKTG utilizes a combination fee structure of an industry-standard commission of 15% on all media placed and a blended rate starting at \$150/hr for all other services.

Because we are a full-service advertising agency, we can keep services in-house and offer a cost-effective solution for our clients. WOW MKTG leverages its combined annual media spending power to negotiate and secure the most efficient and effective media buys for each of our clients to deliver reach and impact at impressive cost for our agency partners. We negotiate annual rates with our media partners so we can quickly implement and optimize our client's media placement. We also use CPM and CPP data to benchmark against to stay below market averages. In addition to the quantitative negotiations, added-value on top of dollar placement is in our DNA. We deliver above and beyond for every dollar spent.

Most digital media is typically non-negotiable and often contains little to no added value when buying direct from the source. However, the value-add comes in the optimizations performed by the agency throughout the campaign. There are some direct negotiations with broadcast partners, which in some cases, is part of added value negotiations that are part of the larger plan. These opportunities are taken into consideration to determine if they make sense for the overall campaign strategy.

WORKLOAD CAPACITY & LEVEL OF EXPERIENCE

WOW MKTG believes that we are an extension of each client's marketing department, and we believe that no two clients are alike. Therefore, we cater to the communications needs of each client by leveraging a robust team of professionals across all agency departments. WOW also sets itself apart from other agencies by having a fully bilingual, multicultural staff capable of executing campaigns that





resonate with minority populations as well as with diverse general market audiences. The team assigned to your business will be led by an account supervisor who will work directly with the athenahealth team to identify needs and provide timelines, coordinate deliverables with each respective department at the agency, and ensure everyone meets their goals. The account management team works directly with an assigned project manager for the development of production timelines and to help optimize every step of the process and ensure the delivery of all assets on time, whether we are placing a last-minute ad or a long-plan campaign. Wrike is the web-based project management platform we use to open our jobs, assign, provide feedback, and keep our team on track to provide deliverables on time and within budget.

PROPOSER FACILITIES & AVAILABILITY

WOW MKTG's closest office to Key West is Coral Gables, FL. We work with out-of-town clients via email, video conferencing, by accessing and sharing documents on collaborative online platforms, and through fact-to-face meetings as needed. Afterall, we are just a beautiful 3-hour car ride away.

SUBCONSULTANTS

At WOW MKTG, we serve as our clients' partners, and in doing so, we view other client vendors as our partners, too. We often collaborate with other client agencies and vendors as part of comprehensive client efforts and initiatives. In some cases, we play the lead role, in others we support. We always serve our partners with the utmost professionalism as we act as representatives of their teams. If subcontractors were needed, we follow a three-bid policy for WOW vendor relationships.

USE OF LOCAL BUSINESSES & MARKETS

WOW MKTG firmly believes in contributing to the local economy whenever possible. We currently have clients such as the Miami Marlins, Arsht Center of the Performing Arts, Homestead-Miami Speedway, Miami-Dade County Youth Fair and Exposition, and The Children's Trust of Miami that require their suppliers and service providers to spend locally whenever possible. These purchasing mandates ensure that community-based and consumed brands are being responsible stewards of taxpayers dollars and positively impacting the local economy whenever possible. Being a minority owned business ourselves makes the topic of supplier diversity hit close to home for us. This philosophy is no different for our future engagement with the Lower Keys and WOW would expect to partner with lower Keys-based printers, media publishers, brand activation companies etc. that have a physical and business presence in the area. Since WOW MKTG is right up the road from the lower keys, sourcing and procuring these service providers and vendors becomes a much easier task for us. Thinking locally is intrinsic to our DNA, and in many cases, we've had the pleasure to source and work with many of these same providers over the years.



THE FOLLOWING WILL BE SUBMITTED WITH THE PROPOSAL

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Not applicable

_____	_____
_____	_____
_____	_____

SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract:

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

PROPOSER

The name of the Proposer submitting this Proposal is

WOW Factor Marketing Group d/b/a WOW MKTG doing business at

_____, _____, _____, _____
804 S. Douglas Road, 5th Floor Coral Gables FL 33134
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Jose Dans, Founder & President _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20____.

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 26 day of October 2021.

(SEAL)

WOW Factor Marketing Group d/b/a WOW MKTG
Name of Corporation

By [Signature]
Title Founder & President
Attest [Signature]
Secretary

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this 26 day of October,
2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____
RFP #007-21 - Marketing Services Key West Historic Seaport _____
2. This sworn statement is submitted by WOW Factor Marketing Group d/b/a WOW MKTG
(Name of entity submitting sworn statement)

whose business address is _____

804 S. Douglas Road, 5th Floor, Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

20-2882895

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is Jose Dans
(Please print name of individual signing)

and my relationship to the entity named above is Founder & President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted CONSULTANT list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted CONSULTANT list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted CONSULTANT list. (Please attach a copy of the final order.)

X The person or affiliate has not been put on the convicted CONSULTANT list.
(Please describe any action taken by or pending with the Department of General Services.)


(Signature) _____
October 26, 2021
(Date) _____

STATE OF Florida

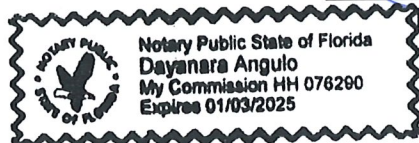
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jose Dans who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 26th day of October, 20 21

My commission expires:





NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.

CONSULTANT: Jose Dans

SEAL:

804 S. Douglas Road, 5th Floor, Coral Gables, FL 33134

Address

Signature

Jose Dans

Print Name

Founder and President

Title

DATE: October 26, 2021

LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the VENDOR listed herein, certifies to the best of his/her knowledge and belief, that the VENDOR meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local VENDOR pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local VENDOR pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

WOW Factor Marketing Group d/b/a WOW MKTG

Business Name _____ Phone: 305-273-8373
804 S Douglas Rd, 5th Floor, Coral Gables, FL 33134

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: 4 years

Signature of Authorized Representative Date: October 26, 2021

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 26th day of October, 2021

By Jose Dans, of WOW marketing
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification FL Drivers License as identification
(Type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

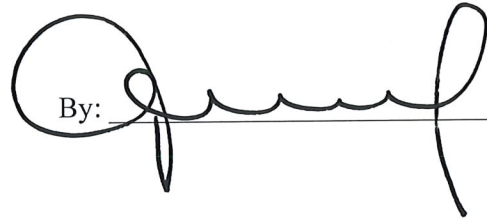
Title or Rank



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of WOW MKTG
provides benefits to domestic partners of its employees on the same basis as it provides benefits
to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

Sworn and subscribed before me this

26th Day of October, 20 21.



NOTARY PUBLIC, State of Florida at Large

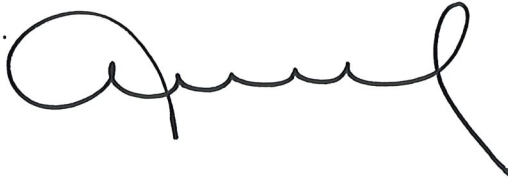
My Commission Expires: _____



CONE OF SILENCE AFFIDAVIT

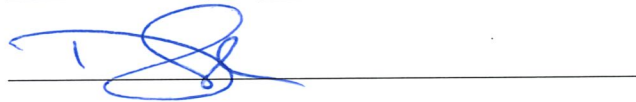
STATE OF Florida)
: SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of WOW MKTG have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



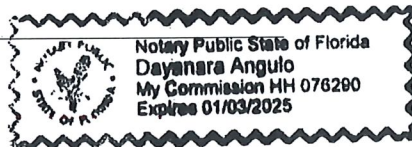
Sworn and subscribed before me this

26th Day of October, 2021.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

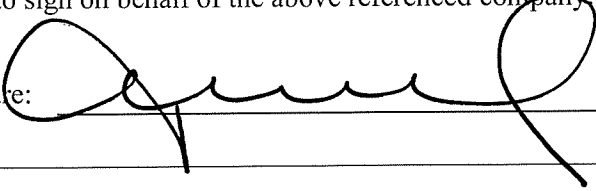


VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>WOW Factor Marketing Group d/b/a WOW MKTG</u>		
Vendor FEIN: <u>20-2882895</u>		
Vendor's Authorized Representative Name and Title: <u>Jose Dans, Founder & President</u>		
Address: <u>804 S Douglas Road, 5th Floor</u>		
City: <u>Coral Gables</u>	State: <u>FL</u>	Zip: <u>33134</u>
Phone Number: <u>(305) 910-6665</u>		
Email Address: <u>jose@wowmktg.com</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Jose Dans</u>	<u>Founder & President</u>
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company	
Authorized Signature: 	

[illegible]

By: _____

26th day of October, 2021

My Commission Expires:





WOWFACT-01

PROSSINI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER International Insurance Center Inc 7990 SW 117 Ave Suite 209 Miami, FL 33183	CONTACT NAME: Maria Fisk		
	PHONE (A/C, No, Ext): (305) 279-5446	FAX (A/C, No): (305) 279-4045	
	E-MAIL ADDRESS: maria@iic.cc		
INSURED WOW Factor Marketing Group, Inc. 804 South Douglas Road 5th Floor Executive Tower Coral Gables, FL 33134	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nationwide Insurance Company		10948
	INSURER B : AXIS Insurance Company		
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		ACP 3057511247	1/11/2021	1/11/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CAP3057511247	1/11/2021	1/11/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						Products - Comp \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			P001000018771-04	1/11/2021	1/11/2022	Each Claim 2,000,000
B				P001000018771-04	1/11/2021	1/11/2022	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed as additional insured in respects to the General Liability

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Coalition Insurance Solutions, Inc.
FL License No. L100906
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

COALITION CYBER POLICY

POLICY DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Filing Policy No.: C-4MRI-120669-CYBER-2021
Renewal of: New

Broker: Darren Marsh
Broker License Number: A165669
Agency: Standard Lines Brokerage, LLC dba SLB Insurance Group
Agency Address: 5900 Hiatus Road
Tamarac, FL 33321

Item 1.	Named Insured Address	Wow MKTG 804 Douglas Road Coral Gables, FL 33134	
Item 2.	Policy Period	From: March 26, 2021 To: March 26, 2022 <i>Both dates at 12:01 AM at the address stated in Item 1.</i>	
Item 3.	Policy Premium	Premium without TRIA TRIA Premium Policy Premium	\$6,727.27 \$6.73 \$6,734.00
Item 4.	Aggregate Policy Limit of Liability	\$1,000,000	



Coalition Insurance Solutions, Inc.
FL License No. L100906
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

THIRD PARTY LIABILITY COVERAGES

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
A. NETWORK AND INFORMATION SECURITY LIABILITY	\$1,000,000	\$2,500
B. REGULATORY DEFENSE AND PENALTIES	\$1,000,000	\$2,500
C. MULTIMEDIA CONTENT LIABILITY	N/A	N/A
D. PCI FINES AND ASSESSMENTS	\$1,000,000	\$2,500

FIRST PARTY LIABILITY COVERAGES

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
E. BREACH RESPONSE	\$1,000,000	\$2,500
F. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$1,000,000	\$2,500
G. CYBER EXTORTION	\$1,000,000	\$2,500
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	\$1,000,000	\$2,500 i. Waiting period: 8 hours ii. Enhanced waiting period: 8 hours
I. DIGITAL ASSET RESTORATION	\$1,000,000	\$2,500
J. FUNDS TRANSFER FRAUD	\$500,000	\$12,500

Item 6. Pre-Claim Assistance \$1,680

Item 7. Insurers and Quota Share Percentage

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
North American Capacity Insurance Company	CCP1020643-00	51.0%	\$510,000	\$3,434.34
Peleus Insurance Company	CCP1020643-00	49.0%	\$490,000	\$3,299.66

The obligations of each Insurer in this Item 7. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.



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**Item 8. Notification of incidents, claims,
or potential claims**

By Email
Attn: Coalition Claims
claims@thecoalition.com

By Phone
1.833.866.1337

By Mail
Attn: Coalition Claims
1160 Battery Street, Suite 350
San Francisco, CA 94111
Full prior acts coverage

Item 9. Retroactive Date

Item 10. Continuity Date

March 26, 2021

Item 11. Optional Extended Reporting Period

Additional premium: N/A
Extended period: N/A

Item 12. Choice of Law

FL



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Item 13. Endorsements and Forms Effective at Inception

DECLARATIONS	SP 14 797 0519
COALITION CYBER POLICY	SP 14 798 0419
QUOTA SHARE ENDORSEMENT	SP 15 629 0218
SERVICE OF SUIT ENDORSEMENT	SP 14 927 0219
COMPUTER REPLACEMENT ENDORSEMENT	SP 17 514 0419
REPUTATION REPAIR ENDORSEMENT	SP 14 802 1117
REPUTATIONAL HARM LOSS	SP 16 383 0718
SERVICE FRAUD ENDORSEMENT	SP 16 183 0518
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	SP 17 252 0219
CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	SP 17 254 0219
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	SP 17 255 0220
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT	SP 16 296 0618
REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT – CCPA AND GDPR	SP 17 147 1119
COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT	SP 16 777 0918
CRIMINAL REWARD COVERAGE	SP 16 670 0818
DUTY TO COOPERATE ENDORSEMENT	SP 17 274 0219
INVOICE MANIPULATION ENDORSEMENT	SP 17 813 0819
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION	SP 17 814 0819
YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	SP 17 275 0219
PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT	SP 18 435 0720
WRONGFUL COLLECTION EXCLUSION	SP 18 324 0720
\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE	SP 18 395 0620

THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1 OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

Authorized Representative

April 06, 2021



Coalition Insurance Solutions, Inc.
FL License No. L100906
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

Date

Coalition Insurance Solutions, Inc.



Coalition Insurance Solutions, Inc.
FL License No. L100906
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

IN WITNESS THEREOF, the issuing company has caused this policy to be signed officially below.

A handwritten signature in black ink, appearing to read 'W. G. ...', written over a horizontal line.

President

A handwritten signature in black ink, appearing to read 'Elesia B. Kenny', written over a horizontal line.

Secretary

North American Capacity Insurance Company



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Surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Peleus Insurance Company

A handwritten signature in black ink, appearing to read "Dr. E. Jones", written over a horizontal line.

President

A handwritten signature in black ink, consisting of stylized initials, written over a horizontal line.

Secretary



COALITION CYBER POLICY

SECTION I

INTRODUCTION

This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements.

The insurance provided under this Policy for **claims** made against **you** is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** and reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period. **Claim expenses** reduce the applicable Limits of Liability and are subject to retentions.

Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.

SECTION II

WHAT WE COVER – OUR INSURING AGREEMENTS

In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **application**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that:

1. The **claim** is made against **you** during the **policy period**, and is reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period;
2. The **incident, privacy liability, or multimedia wrongful act** first took place after the **retroactive date** and before the end of the **policy period**; and
3. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.

THIRD PARTY LIABILITY COVERAGES

- | | |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. NETWORK AND INFORMATION SECURITY LIABILITY | We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a security failure, data breach, or privacy liability. |
| B. REGULATORY DEFENSE AND PENALTIES | We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding for a security failure or data breach. |
| C. MULTIMEDIA CONTENT LIABILITY | We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a multimedia wrongful act. |
| D. PCI FINES AND ASSESSMENTS | We will pay on your behalf PCI fines and assessments that you become legally obligated to pay resulting from a claim against you for a security failure or data breach compromising payment card data. |

FIRST PARTY COVERAGES

- | | |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E. BREACH RESPONSE | We will pay on your behalf breach response costs resulting from an actual or suspected security failure or data breach first discovered by you during the policy period. |
| F. CRISIS MANAGEMENT AND PUBLIC RELATIONS | We will pay on your behalf crisis management costs resulting from a public relations event first discovered by you during the policy period. |
| G. CYBER EXTORTION | We will pay on your behalf cyber extortion expenses resulting from cyber extortion first discovered by you during the policy period. |
| H. BUSINESS INTERRUPTION AND EXTRA EXPENSES | <p>We will pay business interruption loss and extra expenses that you incur during the indemnity period directly resulting from the partial or complete interruption of computer systems for a period longer than the waiting period caused by a security failure or systems failure first discovered by you during the policy period.</p> <p>The waiting period for any failure of computer systems caused by a denial of service attack will be the period of time set forth in Item 5.H.ii. of the Declarations. The waiting period for all other causes of failure of computer systems will be the period of time set forth in Item 5.H.i. of the Declarations.</p> |
| I. DIGITAL ASSET RESTORATION | We will pay on your behalf restoration costs that you incur because of the alteration, destruction, damage, theft, loss, or inability to access digital assets directly resulting from a security failure first discovered by you during the policy period. |

- J. FUNDS TRANSFER FRAUD **We** will pay on **your** behalf direct **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** first discovered by **you** during the **policy period**.

SECTION III

EXCLUSIONS – WHAT IS NOT COVERED

- This policy does not apply to and **we** will not make any payment for any **claim expenses, damages, loss, regulatory penalties, PCI fines and assessments**, or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
- A. BODILY INJURY Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any **claim** for mental anguish or emotional distress under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY.
 - B. CONFISCATION Confiscation, nationalization, requisition, destruction of, or damage to any property, **computer system**, software, or electronic data by order of any governmental or public authority.
 - C. CONTRACTUAL LIABILITY Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply:
 1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.E, BREACH RESPONSE, to **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third party corporate information**;
 2. with respect to the coverage provided by Section II.C, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract;
 3. with respect to the coverage provided by Section II.D, PCI FINES AND ASSESSMENTS; and
 4. to the extent **you** would have been liable in the absence of such contract or agreement.
 - D. DIRECTOR & OFFICERS LIABILITY Any act, error, omission, or breach of duty by any director or officer in the discharge of his or her duty if the **claim** is brought by or on behalf of the **named insured**, a **subsidiary**, or any principals, directors, officers, stockholders, members, or **employees** of the **named insured** or a **subsidiary**.
 - E. DISCRIMINATION Any discrimination of any kind.
 - F. EMPLOYMENT PRACTICES & DISCRIMINATION Any employer-employee relations, policies, practices, acts, or omissions. However, this exclusion will not apply to a **claim** by a current or former **employee** under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or to **breach response costs** under Section II.E, BREACH RESPONSE impacting current or former **employees**.

G. FRAUD BY A SENIOR EXECUTIVE

Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

This exclusion will not apply to any **insured** person who did not allegedly or actually participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.

H. GOVERNMENTAL ORDERS

Any court order or demand requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.

I. ILLEGAL REMUNERATION

Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

J. INSURED VERSUS INSURED

Any **claim** made by or on behalf of:

1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by an **employee** arising from a **security failure** or **data breach**;
2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or
3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.

K. INTELLECTUAL PROPERTY

Violation or infringement of any intellectual property right or obligation, including:

1. infringement of copyright of software, firmware, or hardware;
2. misappropriation, misuse, infringement, or violation of any patent or trade secret;
3. distribution or sale of, or offer to distribute to sell, any goods, products, or services; or
4. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services;

however, this exclusion will not apply to Section II.C, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY shall not apply to any violation or infringement of any intellectual property right or obligation described in items 1. and 2. above.

- L. MERCHANT LIABILITY Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.D, PCI FINES AND ASSESSMENTS.
- M. NATURAL DISASTER Any physical event or natural disaster, including fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.
- N. NUCLEAR Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **incident**, or the liability or legal obligation alleged or existing.
- O. POLLUTANTS Any:
1. discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or
 2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **incident**, or the liability or legal obligation alleged or existing.
- P. PRIOR KNOWLEDGE
1. any **incident**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim** or **loss** under this Policy; or
 2. any **claim**, **incident**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
- Q. RECALL Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment.

R. REPAIR	Any repair, replacement, recreation, restoration, or maintenance of any property, tangible or intangible, including computer systems and their component parts, mobile devices, and mechanical equipment. This exclusion does not apply to damages that you are legally obligated to pay resulting from a claim and that are otherwise covered under this Policy, or to coverage afforded under Sections II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, and II.I, DIGITAL ASSET RESTORATION.
S. RETROACTIVE DATE	Any incident , act, error, or omission that took place prior to the retroactive date , or any related or continuing acts, errors, omissions, or incidents where the first such act, error, omission, or incident first took place prior to the retroactive date .
T. TANGIBLE PROPERTY	Any injury or damage to, destruction, impairment, or loss of use of any tangible property, including any computer hardware rendered unusable by a security failure .
U. THIRD PARTY MECHANICAL FAILURE	Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) or other utility failure, interruption, or power outage, of a third party, including telecommunications and other communications, internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to business interruption loss under Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, where such loss arises directly from the service provider directly experiencing their own security failure .
V. UNFAIR TRADE PRACTICE	Any false, unlawful, deceptive, or unfair trade practices; however, this exclusion does not apply to a claim under Section II.B, REGULATORY DEFENSE AND PENALTIES arising from a security failure or data breach .
W. VIOLATION OF ACTS/LAWS	Any violation of: <ol style="list-style-type: none"> 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, and any other federal or state securities laws; 3. the Organized Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statute; or 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above.
X. WAR AND TERRORISM	War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion will not apply to cyber terrorism .

SECTION IV

YOUR OBLIGATIONS AS AN INSURED

WHEN THERE IS A CLAIM OR INCIDENT

You must provide **us** written notice of a **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 60 days after the end of the **policy period** for **claims** made against you or **incidents** discovered by **you** in the last 30 days of the **policy period**.

WHEN THERE IS A CIRCUMSTANCE

If during the **policy period**, **you** become aware of any circumstances that could reasonably be expected to give rise to a **claim**, **you** may give written notice to **us** through the persons named in Item 8. of the Declarations as soon as practicable during the **policy period**. Such notice must include:

1. a detailed description of the act, event, **security failure**, or **data breach** that could reasonably be the basis for a **claim**;
2. the details of how you first became aware of the act, event, **security failure**, or **data breach**; and
3. the identity of potential claimants.

Any **claim** arising out of a circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements is provided to **us**.

DUTY TO COOPERATE

We will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. In addition, **you** will make reasonable efforts to promptly address any **computer systems** vulnerabilities that a **senior executive** becomes aware of during the **policy period**. **You** will also cooperate with counsel in the defense of all **claims** and response to all **incidents** and provide all information necessary for appropriate and effective representation.

With respect to Section II.G, CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking **our** prior consent.

OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY

You will not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment, or award or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with **breach notice law** will not be considered as an admission of liability for purposes of this paragraph.

Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses** or **loss** under this Policy.

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION

In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **incident** or event giving rise to a **claim** or **loss** to prejudice such subrogation rights without first obtaining **our** consent.

AUTHORIZATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS

It is agreed that the **named insured** shall act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period.

SECTION V

CLAIMS PROCESS

DEFENSE

We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:

1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or
2. under Section II.B, REGULATORY DEFENSE AND PENALTIES, any **claim** in the form of a **regulatory proceeding**.

You have the right to select defense counsel from **our** Panel Providers. If **you** would like to retain defense counsel that is not on **our** list of Panel Providers, such counsel will be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld.

We will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages** or **regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention.

The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defense of the **claim**.

RIGHT TO ASSOCIATE

We have the right, but not the duty, to associate in the investigation and response to any **incident**, including participation in the formation of strategy and review of forensic investigations and reports.

PRE-CLAIM ASSISTANCE

If **we** are provided with notice of an **incident** or of a circumstance that is not yet a **claim** or **incident** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request **our** assistance to mitigate against such a **claim** or **incident**, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations in legal, forensic, and IT fees. Any such fees must be incurred with **our** prior consent by an attorney or consultant we have mutually agreed upon. Such attorney's and consultant's fees will be considered **claim expenses** or **loss** and will be subject to the Limits of Liability that would be applicable if a covered **claim** is made, and is also subject to the Policy's Aggregate Limit of Liability.

SETTLEMENT

If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed:

1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and
2. fifty percent (50%) of **claim expenses** incurred after such settlement was refused by **you**, plus fifty percent (50%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement.

In this event, **we** will have the right to withdraw from the further defense of such **claim** or **regulatory proceeding** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

SETTLEMENT WITHIN
RETENTION

We agree that **you** may settle any **claim** where the total **loss, damages, regulatory penalties, PCI fines and assessments**, and **claim expenses** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.

PROOF OF LOSS

With respect to **business interruption loss** and **extra expenses**, **you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **computer systems** failure (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:

1. a full description of the circumstances, including, without limitation, the time, place, and cause of the **loss**;
2. a detailed calculation of any **business interruption loss** and **extra expenses**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss** and **extra expenses**.

Any costs incurred by **you** in connection with establishing or proving **business interruption loss** or **extra expenses**, including preparing a proof of loss, will be **your** obligation and is not covered under this Policy.

Solely with respect to verification of **business interruption loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following a **loss**.

SECTION VI

LIMITS OF LIABILITY AND RETENTION

LIMITS OF LIABILITY

The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all **damages, loss, PCI fines and assessments, regulatory penalties, claim expenses**, and other amounts under this Policy, regardless of the number of **claims, incidents, or insureds**.

The Limits of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay for all **damages, loss, PCI fines and assessments, regulatory penalties, claim expenses**, and other amounts under each Insuring Agreement, regardless of the number of **claims, incidents, or insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Limit of Liability set forth in Item 4. of the Declarations.

RETENTION

We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by **you** and cannot be insured.

In the event that **damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, or other amounts arising out of a **claim** or **incident** are subject to more than one Retention, the applicable Retention amount will apply to such **damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

SECTION VII

CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD

CANCELLATION AND NON-RENEWAL

We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

This Policy may be cancelled by **us** for non-payment of premium, or by fraud or material misrepresentation by **you** in the **application** or other information provided to induce **us** to issue this Policy; or fraud by **you** in connection with the submission of any **claim** or **incident** for coverage under this Policy.

This Policy may be cancelled by the **named insured** by surrender of this Policy to **us** or by giving written notice to **us** stating when thereafter such cancellation will be effective.

If this Policy is cancelled in accordance with the paragraphs above, the earned premium will be computed pro rata, but the premium will be deemed fully earned if any **claim, incident**, or any circumstance that could reasonably be expected to give rise to a **claim**, is reported to **us** on or before the date of cancellation.

If **we** elect not to renew this Policy, **we** shall mail to **you** written notice thereof at least sixty (60) days prior to the expiration of the **policy period**.

We have no obligation to renew this Policy.

OPTIONAL EXTENDED REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or material misrepresentation in the **application** for this Policy, or non-payment of premium or Retention, the **named insured** will have the right, upon payment in full of an additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:

- a. one year for an additional premium of 100% of the total annual premium; or
- b. two years for an additional premium of 150% of the total annual premium; or
- c. three years for an additional premium of 200% of the total annual premium

following the effective date of such cancellation or non-renewal.

Such Optional Extended Reporting Period applies only to a **claim** first made against you during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.

The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.

The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than sixty (60) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right.

At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period.

The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to

the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

SECTION VIII

SANCTIONS

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including but not limited to payment of **claims**.

SECTION IX

DEFINITIONS

Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:

Application

means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured to us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal thereof.

Breach notice law

means any statute or regulation, including from the United States, European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.

Breach response costs

means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**:

1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure**;
2. costs to notify individuals affected or reasonably believed to be affected by such **security failure** or **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail;
3. costs to provide government mandated public notices related to such **security failure** or **data breach**;
4. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**;
5. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **security failure** or **data breach** compromising payment card data, and the related requirements under a **merchant services agreement** (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **security failure** or **data breach**, or to remediate the breached **computer systems**); and
6. costs to provide up to one year (or longer if required by law) of a credit or identity monitoring program to individuals affected by such **security failure** or **data breach**.

Breach response costs must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach**. **You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 4. and 5. with any vendor on **our** list of Panel Providers.

Business interruption loss

means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and
2. continuing normal operating expenses, including payroll.

Provided, however, that **business interruption loss** shall not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.

Claim

means:

1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a **regulatory proceeding**; and
3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1 above.

All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.

Claim expenses

means:

1. reasonable and necessary fees charged by an attorney to which **we** have agreed to defend a **claim**;
2. all other fees, costs, and charges for the investigation, defense, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and
3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds.

Claim expenses do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.

Computer systems

means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** includes items 1. to 6. above that are operated by a third party vendor, but only for providing hosted computer application services to **you** pursuant to a written contract.

Continuity date

means the date specified in Item 10. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.

Crisis management costs

means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion to mitigate covered **damages** or **loss** due to a **public relations event**:

1. a public relations or crisis management consultant;
2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**;
3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and
4. other costs approved in advance by **us**.

Cyber extortion

means any threat made by an individual or organization against **you** expressing the intent to:

1. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using a **computer system** without **your** permission, authorization, or consent;
2. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in a **computer system** and is retrievable in a perceivable form;
3. alter, damage, or destroy any computer program, software, or other electronic data that is stored within a **computer system**;
4. maliciously or fraudulently introduce **malicious code** or **ransomware** into a **computer system**; or
5. initiate a **denial of service attack** on a **computer system**;

where such threat is made for the purpose of demanding payment of money, securities, Bitcoin, or other virtual currencies from **you**.

Cyber extortion expenses

means the following reasonable and necessary costs incurred with **our** prior written consent:

1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; and
2. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion**.

The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.

Cyber terrorism

means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or war-like operation.

Damages

means a monetary judgment, award that **you** are legally obligated to pay, or settlement agreed to by **you** and **us**. **Damages** does not mean the following:

1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
3. civil or criminal fines or penalties, civil or criminal sanctions, liquidated damages, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;
4. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages;
5. discounts, coupons, prizes, awards, or other incentives offered by **you**;
6. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**; or
7. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

Data breach

means the acquisition, access, theft, or disclosure of **personally identifiable information** by a person or entity, or in a manner, that is unauthorized by **you**.

Denial of service attack

means a deliberate or malicious attack that makes a **computer system** unavailable to its intended users by temporarily or indefinitely disrupting services of a host that **you** use.

Digital asset

means any of **your** electronic data or computer software. **Digital assets** do not include computer hardware of any kind.

Employee

means any past, present, or future:

1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; and
2. **senior executive**;

but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the business operations of the **named insured** or **subsidiary**.

Extra expenses

means **your** reasonable and necessary extra expenses incurred to avoid or minimize a **business interruption loss**, including:

1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients;
2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by the **computer systems** or **service provider**; and
3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix the **security failure** or **systems failure**.

Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**.

Extra expenses does not mean and will not include costs for better computer systems or services than **you** had before the **security failure** or **systems failure**, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the **computer system you** had before the **security failure** or **systems failure** took place.

Funds transfer fraud

means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you**, or the financial institution, to debit an account of the **named insured** or **subsidiary** and to transfer, pay, or deliver money or securities from such account, which instruction purports to have been transmitted by an **insured** and impersonates **you** or **your** vendors, business partners, or clients, but was transmitted by someone other than **you**, and without **your** knowledge or consent. The financial institution does not include any such entity, institution, or organization that is an **insured**.

Funds transfer loss

means:

1. loss of money or securities directly resulting from **funds transfer fraud**; and
2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud**.

Funds transfer loss does not mean and will not include the loss of personal money or securities of **your employees**.

Incident	<p>means cyber extortion, data breach, funds transfer fraud, public relations event, security failure, or systems failure.</p> <p>All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.</p>
Indemnity period	<p>means the time period that:</p> <ol style="list-style-type: none">1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event shall the indemnity period exceed 180 days.</p>
Insured, you, or your	<p>means the named insured, a subsidiary, senior executives, and employees.</p>
Loss	<p>means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, and restoration costs.</p>
Malicious code	<p>means any software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of:</p> <ol style="list-style-type: none">1. electronic data used or stored in any computer system or network; or2. a computer network, any computer application software, or computer operating system or related network.
Media content	<p>means any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such media content.</p>
Merchant service agreement	<p>means any agreement between the you and a financial institution, payment card company, payment card processor, or independent service operator, that enables you to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.</p>

Multimedia wrongful act

means any of the following actually or allegedly committed by **you** in the ordinary course of **your** business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **media content**, including social media authorized by **you**:

1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or
6. improper deep-linking or framing within electronic content.

Named insured

means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.

PCI fines and assessments

means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by **you** under the terms of a **merchant services agreement**, but only where such fines or assessments result from a **security failure**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.

Personally identifiable information

means any information about an individual that is required by any local, state, federal, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.

Policy period

means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of hazardous substance issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Privacy liability

means:

1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**;
2. **your** failure to comply with those provisions in **your privacy policy** that:

- a. mandate procedures to prevent the loss of **personally identifiable information**;
- b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or
- c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual;

provided that no **senior executive** knew of or had reason to know of any such conduct; or

3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to 15 U.S.C. 1681, as amended, or any similar state or federal law.

Privacy policy

means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.

Public relations event

means:

1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a covered **claim** under this Policy; or
2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.

Ransomware

means any **malicious code** designated to block **your** access to **computer systems** or **digital assets**, delete or otherwise harm the **computer system** or **digital assets**, or cause a **security failure**, until a sum of money is paid.

Regulatory penalties

means monetary fines and penalties imposed in a **regulatory proceeding** to the extent insurable under applicable law.

Regulatory penalties will not mean any:

1. costs to comply with injunctive relief;
2. costs to establish or improve privacy or security practices; or
3. audit, reporting, or compliance costs.

Regulatory proceeding

means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

Regulatory proceeding does not include the Security and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.

Restoration costs

means the reasonable and necessary costs **you** incur to replace, restore, or recreate **digital assets** to the level or condition at which they existed prior to a **security failure**. If such **digital assets** cannot be replaced, restored, or recreated, then **restoration costs** will be limited to the actual, reasonable, and necessary costs **you** incur to reach this determination. **Restoration costs** do not include:

1. any costs or expenses incurred to update, upgrade, replace, restore, repair, recall, or otherwise improve the **digital assets** to a level beyond that which existed prior to the **security failure**;
2. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain, or otherwise improve any **computer system**; or
3. the economic or market value of any **digital assets**, including trade secrets, or the costs to re-perform any work product contained within any **digital assets**.

Restoration costs does not mean and will not include costs for better computer systems or services than **you** had before the **security failure**, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the **computer system** you had before the **security failure** took place.

Retroactive date

means the date specified in Item 9. of the Declarations.

Security failure

means the failure of security of **computer systems** which results in:

1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable;
2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or
4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or
5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password.

Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.

Senior executive

means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.

Service provider

means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.

Subsidiary

means any organization in which the **named insured**:

1. owns either directly or indirectly 50% or more of the outstanding voting stock; or
2. has recognized the revenues in the **application**.

An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured's** ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock.

The **named insured** will give written notice to **us** of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period** or for 90 days, whichever is the earlier, subject to the following criteria:

1. the newly created or acquired **subsidiary** has substantially similar business operations;
2. the new **subsidiary's** gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **application**; and
3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER.

Upon receipt of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions. If the **named insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **policy period**, whichever is the earlier.

Systems failure

means any:

1. unintentional, unplanned, or unexpected **computer system** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or
2. disruption of **computer systems** by **you**, with **our** written prior consent, in order to mitigate covered **loss** under this Policy.

Systems failure does not include any:

1. failure of a third party technology or cloud service provider that results in an outage that extends beyond **your computer systems**;
2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;
3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;
4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control;
5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**;
6. government shutdown of systems or services;
7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or
8. failure or defect in the design, architecture, or configuration of **computer systems**.

Third party corporate information

means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which you are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.

Waiting period

means the number of hours set forth in Item 5. of the Declarations

We, us, or our

means the Company providing this Policy.

SECTION X

OTHER PROVISIONS



OTHER INSURANCE

This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy.

CHOICE OF LAW

Any disputes involving this Policy will be resolved applying the law designated in Item 12. of the Declarations, without reference to that jurisdiction's choice of law principles.

NO ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.

Notice of Available Panel Providers

Coalition policyholders may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@thecoalition.com, at 1.833.866.1337, or through the report a claim button at www.thecoalition.com/claims. Panel Providers available to Coalition policyholders are subject to change. The current list is available at www.thecoalition.com/panel.

Data Breach response – U.S. (recommended attorney in brackets)	Mendes & Mount (Peggy Reetz) Lewis Brisbois (Sean Hoar) Mullen Coughlin (Jennifer Coughlin)
Data Breach response – E.U. (recommended attorney in brackets)	Pinsent Mason (Ian Birdsey)
Litigation	Lewis Brisbois Winget Spadafora & Schwartzberg Dentons BakerHostetler
Media Claims	Leopold Petrick & Smith (Louis Petrich) Lewis Brisbois (Elior Shiloh) Duane Morris (Cynthia Counts)
Notification	Epiq Experian
Forensics / Incident Response	Coalition Incident Response Kivu Consulting Crypsis Mandiant Charles River Associates
PR & Crisis Management	Infinite Global Edelman APCO Worldwide
Forensic Accounting	Baker Tilly (formerly RGL)
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

Coalition policyholders may engage with the following additional vendors with our prior written approval.
Coalition policyholders may also engage vendors not listed with our prior written approval.

Notification	AllClear ID
Forensics/Incident Response	CrowdStrike



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 01

QUOTA SHARE ENDORSEMENT

Form Number	SP 15 629 0218
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:
North American Capacity Insurance Company 51.0%
Peleus Insurance Company 49.0%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 02

SERVICE OF SUIT ENDORSEMENT

Form Number	SP 14 927 0219
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

It is understood and agreed that in the event **we** fail to pay any amount claimed to be due hereunder, **we**, at the request of the **named insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right by **us** to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against **us** upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the Statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **named insured** or any beneficiary hereunder arising out of this contract of insurance.

We hereby designate the President of North American Capacity Insurance Company, 1200 Main Street, Suite 800, Kansas City, MO, USA 64105, as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 03

COMPUTER REPLACEMENT ENDORSEMENT

Form Number	SP 17 514 0419
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
CR. COMPUTER REPLACEMENT	\$1,000,000	\$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

CR. COMPUTER REPLACEMENT	We will pay on your behalf computer replacement costs that you incur as a result of the loss of integrity in the firmware of any computer systems you own or lease due to a security failure first discovered by you during the policy period .
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3. Section IX, DEFINITIONS is amended by the addition of the following definition:

Computer replacement costs	<p>means the reasonable and necessary costs you incur, with our prior written consent, to restore or replace those computer systems directly impacted by a security failure.</p> <p>Computer replacement costs do not include breach responses costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, or restoration costs.</p>
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4. For purposes of the coverage provided under this Endorsement only, the definitions of "**Computer systems**" and "**Loss**" in Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	means: <ol style="list-style-type: none">1. computers and related peripheral components, including Internet of Things (IoT) devices;2. systems and applications software;3. terminal devices;4. related communications networks;5. mobile devices (handheld and other wireless computing devices); and6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and which are owned by you .
Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, and computer replacement costs.

5. Paragraph T. TANGIBLE PROPERTY, under Section III, EXCLUSIONS – WHAT IS NOT COVERED, is deleted for purposes of the coverage provided under Insuring Agreement, CR. COMPUTER REPLACEMENT.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 04

REPUTATION REPAIR ENDORSEMENT

Form Number	SP 14 802 1117
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	<p>means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered loss due to a public relations event:</p> <ol style="list-style-type: none">1. a public relations or crisis management consultant;2. media purchasing or for printing or mailing materials intended to inform the general public about the public relations event;3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients;4. other costs approved in advance by us; <p>Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 05

REPUTATIONAL HARM LOSS

Form Number	SP 16 383 0718
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sublimit	Retention
RHL. REPUTATIONAL HARM LOSS	\$1,000,000	Waiting period: 14 days

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

REPUTATIONAL HARM LOSS	<p>We will pay reputational harm loss that you incur during the indemnity period solely and directly resulting from an adverse publication first published during the policy period specifically concerning a security failure, data breach, or cyber extortion first discovered by you and reported to us during the policy period.</p> <p>The waiting period for any reputational harm loss will be the period of time set forth in Item 5. above.</p>
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3. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A **CLAIM OR INCIDENT** is amended to include the following:

Notice of any **adverse publication** will include complete details of the **adverse publication** and the date **you** first became aware of such **adverse publication**, **you** must immediately record the specifics of any **reputational harm loss** resulting therefrom.



4. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, SECTION V, CLAIMS PROCESS, PROOF OF LOSS is deleted and replaced with the following:

PROOF OF LOSS	<p>With respect to reputational harm loss, you must complete and sign written, detailed, and affirmed proof of loss within 90 days after the adverse publication (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:</p> <ul style="list-style-type: none">(a) a full description of the circumstances, including, without limitation, the time and place of the adverse publication;(b) a full description of the circumstances, including, without limitation, the time, place, and cause of the underlying security failure, data breach, or cyber extortion as well as the date of first notice to us; and(c) a detailed calculation of any reputational harm loss; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such reputational harm loss. <p>Any costs incurred by you in connection with establishing or proving reputational harm loss, including preparing a proof of loss, will be your obligation and is not covered under this Policy.</p> <p>Solely with respect to verification of reputational harm loss, you agree to allow us to examine and audit your books and records that relate to this Policy at any time during the policy period and up to 12 months following a loss.</p>
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5. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IX, DEFINITIONS is amended by the addition of the following:

Adverse publication	<p>means any report or communication to the public through any media channel including, but not limited to television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a security failure, data breach, or cyber extortion that affects any of your customers or clients. All adverse publications relating to the same security failure, data breach or cyber extortion will be deemed to have occurred on the date of the first adverse publication for the purposes of determining the applicable waiting period and indemnity period.</p>
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Reputational harm loss	<p>means the net profit that would have been earned before income taxes, or net loss that would not have been incurred solely and directly as the result of any adverse publication.</p> <p>Reputational harm loss does not include any:</p> <ul style="list-style-type: none"> (a) costs to rehabilitate your reputation, including legal costs or expenses; (b) breach response costs; (c) crisis management costs; (d) costs directly caused by an adverse publication of any occurrence other than a covered security failure, data breach, or cyber extortion. (e) loss arising out of, based upon, or attributable to any publicity that refers or relates to the security or privacy of other entities in the same or similar business or industry as you, including any of your competitors; or (f) any loss resulting from partial or complete interruption of computer systems caused by a security failure. <p>Reputational harm loss will not include net profit that would likely have been earned before income taxes as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, or cyber extortion impacting other businesses, loss of market, or any other consequential loss. Further, due consideration shall be given to the following when calculating reputational harm loss:</p> <ul style="list-style-type: none"> (a) the experience of your business before the adverse publication and probable experience thereafter during the indemnity period had there been no adverse publication and to the continuation of normal charges and expenses that would have existed has no adverse publication occurred; and (b) any reputational harm loss made up during, or within a reasonable time after the end of, the indemnity period.
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6. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, the definitions of "**Indemnity period**", "**Incident**" "**Loss**", and "**Waiting period**" under Section IX, DEFINITIONS are deleted and replaced with the following:

Indemnity period	means the one hundred and eighty (180) day period that begins at the conclusion of the waiting period .
Incident	means cyber extortion, data breach, funds transfer fraud, public relations event, security failure, systems failure or adverse publication .



Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, and reputational harm loss.
Waiting period	means the amount of time set forth in Item 5. above that must elapse after the date upon which the adverse publication was first disseminated.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 06

SERVICE FRAUD ENDORSEMENT

Form Number	SP 16 183 0518
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
SF. SERVICE FRAUD	\$100,000	\$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

SF. SERVICE FRAUD	We we will reimburse you for direct financial loss that you incur as the result of you being charged for the fraudulent use of business services resulting from a security failure , provided that such direct financial loss is first discovered by you and incurred by you during the policy period .
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3. For purposes of the coverage provided under Insuring Agreement, SF. Service Fraud only, the following definition under Section IX, DEFINITIONS is added:

Business services	<p>means the information technology and telephony business services shown in the Schedule below provided that:</p> <p>(a) you use such service regularly in the normal course of your business;</p> <p>(b) you are charged a fee on a regular periodic basis, no less frequently than on a semi-annual basis; and</p> <p>(c) such services are provided in accordance with the terms and conditions of a written contract between you and the business service provider.</p> <p style="text-align: center;">Schedule</p> <p>Software as a Service; Platform as a Service; Network as a Service; Infrastructure as a Service; Voice over Internet Protocol; and Telephony Services.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 07

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	SP 17 252 0219
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

CERTIFIED ACTS OF TERRORISM	<p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p> <p>Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:</p> <ol style="list-style-type: none">1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. <p>The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for damages or loss that is otherwise excluded under this Policy.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 08

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

Form Number	SP 17 254 0219
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

1. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED is amended to include the following:

TERRORISM	<p>This Policy does not apply to any damages or loss, caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident, are excluded regardless of any other cause or event that contributes concurrently or in any sequence to such damages or loss.</p> <p>This Exclusion applies only when one or more of the following are attributed to an incident of terrorism:</p> <ol style="list-style-type: none"> 1. The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or 2. Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or 3. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or 6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means: <ol style="list-style-type: none"> a. physical injury that involves a substantial risk of death; or b. protracted and obvious physical disfigurement; or c. protracted loss of or impairment of the function of a bodily member or organ. <p>Multiple incidents of terrorism which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs 5. or 6. are exceeded.</p> <p>With respect to this Exclusion, Paragraphs 5. and 6. describe the threshold used to measure the magnitude of an incident of terrorism and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of terrorism, there is no coverage under this Policy</p>
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The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **damages or loss** that is otherwise excluded under this Policy.

Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs., but if this Policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date **your** Policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to **you** and with revisions that:
 - (1) increase **our** statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this Policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this Policy that addresses **certified acts of terrorism** and/or **other act of terrorism**, but only with respect to an incident(s) of terrorism (however defined) which results in **damages or loss** that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a **damages or loss** first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless **we** notify **you** of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this Policy, that addresses **certified acts of terrorism** and/or **other act of terrorism** will continue in effect unless **we** notify **you** of changes to that endorsement in response to federal law.



2. For the purposes of this Endorsement, Section IX, DEFINITIONS is amended with the following:

Terrorism	<p>means activities against persons, organizations or property of any nature:</p> <ol style="list-style-type: none">1. That involve the following or preparation for the following:<ol style="list-style-type: none">a. Use or threat of force or violence; orb. Commission or threat of a dangerous act; orc. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and2. When one or both of the following applies:<ol style="list-style-type: none">a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; orb. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology. <p>However, terrorism does not include cyber terrorism.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 09

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	SP 17 255 0220
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM	<p>In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Policy Declarations.</p> <p>The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage as follows of that portion 80% of the amount of such insured losses that exceeds the applicable insurer retention</p> <p>However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.</p> <p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 10

BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT

Form Number	SP 16 296 0618
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 4. of the Declarations is amended to include the following:

BREACH RESPONSE LIMIT OF LIABILITY **\$1,000,000**

2. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY	<p><u>Aggregate Limit of Liability & Limits of Liability for All Amounts Other than Breach Response Costs</u></p> <p>The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all damages, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, PCI fines and assessments, regulatory penalties and claim expenses, regardless of the number of claims, incidents, or insureds.</p> <p>The Limits of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay for all damages, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, PCI fines and assessments, regulatory penalties and claim expenses under each Insuring Agreement, regardless of the number of claims, incidents, or insureds. Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.</p>
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	<p>Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Limit of Liability set forth in Item 4. of the Declarations.</p> <p><u>Limit of Liability for Breach Response Costs</u></p> <p>The Breach Response Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all breach response costs, regardless of the number of security failures, data breaches, or insureds. The Breach Response Limit of Liability is in addition to the Aggregate Limit of Liability. Upon exhaustion of the Breach Response Limit of Liability, there will be no further coverage under this Policy for any breach response costs.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 11

REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT – CCPA AND GDPR

Form Number	SP 17 147 1119
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. SECTION II, WHAT WE COVER – OUR INSURING AGREEMENTS, THIRD PARTY LIABILITY COVERAGES, paragraph B is deleted and replaced with the following:

B. REGULATORY DEFENSE AND PENALTIES	We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding .
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2. The definition of “**Regulatory proceeding**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Regulatory proceeding	<p>means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding:</p> <ol style="list-style-type: none">1. brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity’s regulatory or official capacity, in connection with such proceeding arising from a security failure or a data breach; or2. brought for a violation of the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or any similar federal, state, local, or foreign regulation arising from a privacy liability. <p>Other than the foregoing, regulatory proceeding does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 12

COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT

Form Number	SP 16 777 0918
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION V, CLAIMS PROCESS, DEFENSE is amended to include the following:

DEFENSE	If we request your presence at a trial, hearing, deposition, mediation, or arbitration relating to the defense of any claim , we will pay reasonable costs and expenses of attendance up to a maximum amount of \$250.00 a day per person, subject to a maximum amount of \$25,000 per policy period . Such amounts are part of and not in addition to the Limits of Liability of this Policy.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 13

CRIMINAL REWARD COVERAGE

Form Number	SP 16 670 0818
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sublimit	Retention
CR. CRIMINAL REWARD COVERAGE	\$25,000	\$0

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

CR. CRIMINAL REWARD COVERAGE	We will indemnify the named insured criminal reward costs. No Retention will apply to this insuring agreement.
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3. Section IX, DEFINITIONS is amended by the addition of the following definition:

Criminal reward costs	means any amount offered and paid by us for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. Criminal reward costs does not include and this Policy will not cover any amount offered and paid for information provided by you, your auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021
ENDT. NO.: 14

DUTY TO COOPERATE ENDORSEMENT

Form Number	SP 17 274 0219
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, DUTY TO COOPERATE is deleted and replaced with the following:

DUTY TO COOPERATE	We will have the right to make any investigation we deem necessary to adjust any claim, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us . You will also cooperate with counsel in the defense of all claims and response to all incidents and provide all information necessary for appropriate and effective representation.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 15

INVOICE MANIPULATION ENDORSEMENT

Form Number	SP 17 813 0819
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit / Sublimit	Retention
IM. INVOICE MANIPULATION	\$250,000	\$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

IM. INVOICE MANIPULATION	We will pay you invoice manipulation loss that you incur directly resulting from any invoice manipulation first discovered by you during the policy period.
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3. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a security failure .
Invoice Manipulation Loss	means your direct net costs, excluding any profit, to provide goods, products, or services to a third party for which you are unable to collect payment after transfer of such goods, products, or services to a third party as a direct result of an invoice manipulation .

4. For purposes of the coverage provided under this Endorsement only, the following definitions under Section IX, DEFINITIONS is deleted and replaced with the following:



Incident	<p>means cyber extortion, data breach, funds transfer fraud, invoice manipulation, public relations event, security failure, or systems failure.</p> <p>All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.</p>
Loss	<p>means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, invoice manipulation loss, and restoration costs.</p>

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 16

MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION

Form Number	SP 17 814 0819
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

1. Section VI, LIMITS AND RETENTION, RETENTION is deleted and replaced with the following:

Retention	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by you and cannot be insured.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts arising out of a claim or incident are subject to more than one Retention, the applicable Retention amount will apply to such damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts arise out of a claim or incident that is the direct of a business email compromise, the largest applicable Retention amount will be reduced by 50% subject to a maximum reduction of \$10,000, provided that multi-factor authentication was enabled and required at the time of the applicable incident.</p>
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2. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Business email compromise	means any access to or use of your email system in a manner that is not authorized by you .
Multi-factor authentication	means, in addition to the use of a user ID and password to validate access to your email system, the use of at least one of the following methods of authentication: <ul style="list-style-type: none">a. a hardware or software token or access card;b. third party authentication applications providing time bound, one-time codes, by a method other than text messaging; orc. text messaging authentication.
Text messaging authentication	The use or receipt of a unique one-time passcode received by text message to a pre-established mobile number linked to the email account on your email system that is being accessed in order to validate access to your email system.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4MRI-120669-CYBER-2021

ENDT. NO.: 17

YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT

Form Number	SP 17 275 0219
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Policy Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A CLAIM OR INCIDENT is deleted and replaced with the following:

WHEN THERE IS A CLAIM OR INCIDENT	You must provide us written notice of a claim or incident through the persons named in Item 8. of the Declarations as soon as practicable once such claim or incident is known to a senior executive . In no event will such notice to us be later than: (i) the end of the policy period ; (ii) or 90 days after the end of the policy period for claims made against you or incidents discovered by you in the last 60 days of the policy period .
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY: C-4MRI-120669-CYBER-2021
ENDT NO.: 18

PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT

Endorsement Number	SP 18 435 0720
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5 of the Declarations is amended to include the following

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
PH – Phishing (Impersonation)	\$50,000	\$2,500
PL – Proof of Loss Preparation Expenses	\$50,000	\$2,500

- Section II, WHAT WE COVER – OUR INSURING AGREEMENTS, is amend by the addition of the following:

PH – PHISHING (IMPERSONATION)	We will pay on <u>your</u> behalf <u>phishing response services</u> that <u>you</u> incur resulting from a <u>phishing attack</u> first discovered by <u>you</u> during the <u>policy period</u>.
PL - PROOF OF LOSS PREPARATION EXPENSES	We will pay on your behalf <u>proof of loss preparation expenses</u>.

- SECTION VI, LIMITS OF LIABILITY AND RETENTION, RETENTION, is deleted and replaced with the following:

Retention	We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by <u>you</u> and cannot be insured.
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	<p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing, response services, proof of loss preparation expenses, restoration costs, or other amounts arising out of a claim or incident are subject to more than one Retention, the applicable Retention amount will apply to such damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing, response services, proof of loss preparation expenses, restoration costs, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p>
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4. SECTION IX, DEFINITIONS LOSS is deleted and replaced with the following:

Loss	<p>means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing response services, proof of loss preparation expenses, and restoration costs</p>
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5. The following definition is added to Section IX, definitions:

Phishing response services	<p>means:</p> <ol style="list-style-type: none"> 1. the cost of retaining a law firm and public relations firm incurred by you to create and publish a press release or establish a website to advise your customers and prospective customers of a phishing attack; and 2. the cost of reimbursing your existing customers for their loss of money or tangible property directly resulting from a phishing attack; and 3. the cost of retaining a third party for the removal of websites designed to impersonate you.
Phishing attack	<p>means fraudulent electronic communications or websites designed to impersonate you or any of your products provided that such fraudulent communications or websites do not arise out of or result from any security failure.</p>
Proof of loss preparation expenses	<p>means the reasonable and necessary costs you incur with our prior written consent for a third-party forensic accounting firm to assist you with preparing a proof of loss as required by Section V. CLAIMS PROCESSES,</p>

	PROOF OF LOSS with respect to business interruption loss or extra expenses covered under this Policy.
Tangible property	means items or objects that can be felt or touched. Tangible property does not include: <ol style="list-style-type: none">1. digital assets;2. any form of intellectual property, including trade secrets; or3. money, securities or digital currencies.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY: C-4MRI-120669-CYBER-2021
ENDT NO.: 19

WRONGFUL COLLECTION EXCLUSION

Form Number	SP 18 324 0720
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION III, EXCLUSIONS - WHAT IS NOT COVERED is amended by the addition of the following:

WRONGFUL COLLECTION	<p>Any collection, processing, storage, sharing or sale of personally identifiable information that is:</p> <ol style="list-style-type: none">1. Performed without the knowledge and consent of the individuals whose personally identifiable information is collected, stored, processed, shared or sold; or,2. In violation of any state, federal or foreign privacy regulation <p>However, this exclusion shall not apply to claims under SECTION II, B. REGULATORY DEFENSE AND PENALTIES for claims arising from a privacy liability.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY: C-4MRI-120669-CYBER-2021
ENDT NO.: 20

\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE

Form Number	CYBCAN 0024 0121
Effective Date of Endorsement	March 26, 2021
Named Insured	Wow MKTG
Filing Number	C-4MRI-120669-CYBER-2021
Issued by (Name of Insurance Company)	North American Capacity Insurance Company, Peleus Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

Section VI, LIMITS OF LIABILITY AND RETENTION, RETENTION is deleted and replaced with the following:

RETENTION	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured.</p> <p>In the event that damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss, or other amounts arising out of a claim or event are subject to more than one Retention, the applicable Retention amount will apply to such damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p> <p>In the event that you choose to use Coalition Incident Response to provide services that result in breach response costs, claim expenses, cyber extortion expenses, or restoration costs, the fees, costs and expenses of Coalition Incident Response covered under the terms and conditions of this policy will not be subject to any Retention.</p> <p>The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount you will be liable to pay towards satisfying Retentions for covered claims or events. Once the Aggregate Retention is paid, we will be</p>
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	liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.