



INVESTMENT MANAGEMENT LIABILITY SOLUTIONS GENERAL TERMS AND CONDITIONS

THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. CLAIMS MUST BE REPORTED TO THE COMPANY IN ACCORDANCE WITH SECTION V. DEFENSE COSTS ARE WITHIN THE LIMITS OF LIABILITY.

PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Terms in bold face type have special meaning. See the definitions sections of this Policy.

The Insurer and the **Insureds** agree as follows, in consideration of the payment of the premium and in reliance upon all statements made in the **Application** furnished to the Insurer designated in the Declarations, a stock insurance corporation, hereafter called the "Insurer."

I. TERMS AND CONDITIONS

Except for the General Terms & Conditions or unless stated to the contrary in any Coverage Part, the terms and conditions of each Coverage Part of this Policy apply only to that Coverage Part and shall not apply to any other Coverage Part of this Policy. Any defined term referenced in the General Terms & Conditions but defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part. If any provision in the General Terms & Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of coverage under that Coverage Part.

II. DEFINITIONS

Application means all signed applications, any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy by the Insurer, or any other policy underwritten by the Insurer or its affiliates of which this policy is a direct or indirect renewal or replacement. **Application** also means any public documents filed by the **Insured Entity** prior to inception of this Policy, with any federal, state, local or foreign regulatory agency (including, but not limited to the Securities and Exchange Commission).

Claim means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding in a court of law or equity or an arbitration; or
3. a criminal proceeding.

including, with respect to 2 and 3 above, any appeal therefrom.

A **Claim** also includes a formal regulatory proceeding (civil, criminal or administrative) against or formal investigation of an **Insured**.

Defense Costs means reasonable and necessary fees costs and expenses, consented to by the Insurer (such consent not to be unreasonably withheld) and incurred by the **Insureds** in the investigation, adjustment, defense or appeal of any covered **Claim**, and includes premium for appeal bonds, attachment bonds or similar bonds arising out of a covered judgment. The Insurer has no obligation to provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, and employees of the **Insured Entity**.

Domestic Partner means any person qualifying as such under any federal, state or local laws or under the **Insured Entity's** employee benefit plans.

Employee means any past, present or future full-time, part-time, seasonal or temporary employee of any **Insured Entity** other than a **Service Provider**. **Employee** does not include any **Executive**.

Employment Practices Claim means a **Claim** against any **Executive** alleging any **Wrongful Employment Practice**.



ERISA or any Similar Act means the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

Executive means any natural person who is a past, present or future:

1. duly elected or appointed director, officer, trustee or governor of a corporation, management committee member of a joint venture, member of the board of managers of a limited liability company, general partner of an entity structured as a limited partnership, or partnership manager of a general partnership;
2. official in an entity organized and operated in a jurisdiction other than the United States or any of its territories or possessions who is holding a position that is equivalent to an executive position listed in 1; or
3. In-House General Counsel, Chief Compliance Officer, or Risk Manager (or equivalent position) of the **Named Insured**.

Financial Insolvency means, with respect to the **Insured Entity**:

1. the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Insured Entity**, or such **Insured Entity** becoming a debtor in possession; and
2. the inability of such **Insured Entity**, financially or under applicable law, to advance **Defense Costs** or indemnify the **Insured Persons** for **Loss**.

Insured means the **Insured Person** and **Insured Entity**.

Insured Entity shall have the meaning assigned to that term under any Coverage Part designated as "Included" in Item 6.b. of the Declarations and attached hereto.

Insured Person shall have the meaning assigned to that term under any Coverage Part as "Included" in Item 6.b. of the Declarations and attached hereto.

Interrelated Wrongful Acts means any **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

Investment Adviser means the **Named Insured** and any **Subsidiary**, including such company as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

Loss means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

However, **Loss** shall not include:

1. criminal or civil fines, penalties or taxes imposed by law; matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed;
2. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order; or
3. the payment of any dividends or other distributions of corporate profits of the **Insured Entity** to any shareholder of the **Insured Entity**.

Notwithstanding the foregoing paragraph, **Loss** shall include (subject to this Policy's other terms, conditions and limitations, including but not limited to exclusions relating to profit or advantage, deliberate fraud or deliberate criminal acts), punitive, exemplary and multiplied damages. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiple damages.

In the event of a **Claim** alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all the ownership interest in or assets of an entity is inadequate, **Loss** with respect to such **Claim** shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to **Defense Costs** or to any **Non-Indemnifiable Loss** in connection with such **Claim**.

Management Control means:

1. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a



joint venture; or the members of the management board of a limited liability company, the general partners of a limited partnership or the partnership managers of a general partnership;

2. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an **Insured Entity**, to elect, appoint or designate a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; or the members of the management board of a limited liability company, the general partners of a limited partnership or the partnership managers of a general partnership.

Fund means **Mutual Fund** or **Hedge Fund**, as those terms are defined in their respective coverage parts

Named Insured means the company named in Item 1. of the Declarations, including such company as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

Non-Indemnifiable Loss means **Loss** which an **Insured Entity** fails or refuses to indemnify an **Insured Person**:

1. because of **Financial Insolvency**; or
2. because it is not permitted to indemnify pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **Insured Entity**.

Policy Period means the period from the effective date of this Policy to the Policy expiration date stated in Item 2 of the Declarations, or its earlier cancellation date.

Pollutants means any substance exhibiting hazardous characteristics as is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state, local or foreign counterpart. **Pollutants** also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products or any noise.

Service Provider means any entity named in the Schedule of **Service Providers** Endorsement to the Policy in the insured capacity detailed in that endorsement.

Subsidiary means:

1. any entity in which the **Named Insured** has **Management Control** directly or indirectly through one or more other **Subsidiaries**:
 - a. on or before the effective date of this Policy; or
 - b. after the effective date of this Policy by reason of being created or acquired by the **Insured Entity** after such date, if and to the extent coverage with respect to the entity is afforded pursuant to Section XIV; or
2. any not-for-profit entity under section 501(c) (3) of the Internal Revenue Code of 1986 (as amended) sponsored exclusively by the **Insured Entity**.

Takeover means:

1. the acquisition by another entity or person, or group of entities or persons acting in concert, of:
 - a. or control of voting stock of the **Named Insured** resulting in the ownership or control of more than 50% of the voting stock of the **Named Insured**; or,
 - b. assets of the **Named Insured** resulting in the ownership of more than 50% of the total consolidated assets of the **Named Insured** as of the date of the **Named Insured's** most recent audited consolidated financial statement prior to such acquisition;
2. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity;
3. the consolidation of the **Named Insured** with another entity.

Wrongful Act shall have the meaning assigned to that term under any Coverage Part designated as "Included" in Item 6.b. of the Declarations and attached hereto.

Wrongful Employment Practice means any **Wrongful Act** constituting or relating to:

1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment-related misrepresentation;
3. violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including but not limited to the Americans with Disabilities Act of 1992, the



- Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;
4. sexual harassment or other unlawful harassment;
 5. wrongful deprivation of career opportunity, failure to grant tenure, demotion, or failure to employ or promote;
 6. wrongful discipline;
 7. retaliation;
 8. negligent evaluation of employees;
 9. failure to adopt adequate workplace or employment policies and procedures;
 10. employment-related defamation, humiliation or invasion of privacy; or
 11. with respect to any of the foregoing items (1) through (10) of this definition: negligent hiring, retention, training or supervision, infliction of emotional distress, failure to provide or enforce adequate or consistent corporate policies and procedures, or violation of an individual's civil rights;

but only if such **Wrongful Employment Practice** relates to an **Employee** of or an applicant for employment with an **Insured Entity** other than a **Service Provider**, whether committed directly, indirectly, intentionally or unintentionally..

III. LIMIT OF LIABILITY/RETENTION/PRESUMPTIVE INDEMNIFICATION

1. Aggregate Limit of Liability Each Coverage Part

The amount stated in Item 6 of the Declarations as the Coverage Part aggregate Limit of Liability with respect to each Coverage Part shall be the aggregate Limit of Liability of the Insurer under such Coverage Part for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and the Extended Reporting Period (if applicable). In the event more than one Coverage Part applies to **Loss** arising from a **Claim**, the Limit of Liability available for such **Claim** shall not exceed the largest applicable Coverage Part aggregate Limit of Liability.

2. Policy Level Aggregate Limit of Liability

Each Coverage Part aggregate limit of liability shall be part of, and not in addition to, the amount stated in Item 6 of the Declarations as the Policy aggregate Limit of Liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and the Extended Reporting Period (if applicable).

Defense Costs are part of **Loss**, and as such are subject to the **Limit of Liability for Loss** for each Coverage Part and the Policy.

3. Retention

The Insurer shall only be liable for the amount of **Loss** arising from each **Claim** which is in excess of the applicable Retention amount stated in Item 7 of the Declarations for the applicable Coverage Part. The Retention amount shall apply to **Loss** arising from each **Claim** and from all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**. The Retention shall be uninsured. The Insurer will have no obligation to pay all or any portion of any applicable Retention. In the event more than one Retention applies to **Loss** arising from a **Claim**, the total Retention amount applied shall not exceed the largest of such applicable Retentions.

4. Presumptive Indemnification

If the **Insured Entity** fails or refuses to indemnify an **Insured Person** for **Loss**, other than **Non-Indemnifiable Loss**, or to advance **Defense Costs** to the fullest extent permitted by law, then any payment by the Insurer of such **Loss** or such **Defense Costs**, shall be subject to the retention amounts stated in Item 7. of the Declarations. No Retention applies with respect to **Non-Indemnifiable Loss**.

IV. SETTLEMENT/DEFENSE OF CLAIMS/ ALLOCATION OF LOSS/ADVANCEMENT OF DEFENSE COSTS

1. Settlement/Insurer's Consent



The **Insureds** shall not admit or assume any liability, consent to any judgment, agree to any settlement or make any settlement offer without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **Loss** incurred by an **Insured** to the extent the **Loss** results from such **Insured** admitting liability, consenting to any judgment, agreeing to any settlement or making any settlement offer without the Insurer's prior written consent. The **Insureds** agree that they shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy.

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

2. Defense of Claims

The **Insureds** and not the Insurer have the duty to defend **Claims**. The Insurer shall be entitled to effectively associate in the defense and the negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve the Insurer.

3. Allocation of Loss

If a **Claim** made against the **Insureds** includes both covered and uncovered matters or if a **Claim** is made against **Insureds** who are extended coverage therefor and others (including the **Insured Entity**) who are not extended coverage therefor, the **Insureds** agree that there must be an allocation between insured and uninsured loss. The **Insureds** and the Insurer shall exert their best efforts to agree upon a fair and proper allocation between insured and uninsured loss.

4. Conditions for Advancement of Defense Costs

The Insurer, on behalf of the **Insureds**, shall advance **Defense Costs** no later than ninety (90) days after the receipt by the Insurer of itemized bills in excess of the applicable Retention. However, advancement of **Defense Costs** shall be subject to the following conditions:

- a. if the **Insureds** and the Insurer agree on an allocation of insured and uninsured **Defense Costs**, the Insurer shall advance the amount of insured **Defense Costs**;
- b. if the **Insureds** and the Insurer cannot, after exerting their best efforts, agree on an allocation of insured and uninsured **Defense Costs**, the Insurer then shall advance the percentage of **Defense Costs** which the Insurer states to be fair and proper until a different allocation is agreed upon or determined pursuant to the provisions of this Policy and applicable law;
- c. the **Insureds** shall provide a written undertaking satisfactory to the Insurer to repay the Insurer any **Defense Costs** finally established not to be insured; and
- d. any allocation or advancement of **Defense Costs** shall not apply to or create any presumption with respect to the allocation of other **Loss**.

V. REPORTING/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE

1. Notice of Claim

The **Insureds** shall, as a condition precedent to the obligations of the Insurer under this Policy give written notice to the Insurer of a **Claim** as soon as practicable after the **Named Insured's** General Counsel, Chief Compliance Officer or Risk Manager (or equivalent position) first become aware of such **Claim**, but in no event later than thirty (30) days after the end of the **Policy Period** or the Extended Reporting Period, if applicable.

2. Notice of Circumstance

If, during the **Policy Period** the **Insureds** first become aware of facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such period give written notice to the Insurer of:

- a. the **Wrongful Act** allegations anticipated as the basis of the potential **Claim**, and the names of the potential claimants;



- b. the identity of the specific **Insureds** allegedly responsible for such specific **Wrongful Act**;
 - c. the consequences which have resulted or may result from such specific **Wrongful Act**;
 - d. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **Wrongful Act**; and
 - e. the circumstances by which the **Insureds** first became aware of such specific **Wrongful Act**;
- then any **Claim** otherwise covered pursuant to this Policy which is subsequently made and which arises out of such **Wrongful Act** shall be deemed to have been first made against the **Insureds** and reported to the Insurer by the **Insureds** at the time such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **Claim**.

3. When a Claim is Deemed Made

Except as provided in 2. above, a **Claim** shall be deemed made:

- a. in the case of a written demand for monetary damages or non-monetary relief, on the **Insured's** or Insurer's receipt of notice of such demand;
- b. in the case of a civil proceeding in a court of law or equity or arbitration, the date of service upon or other receipt by any **Insured** of a complaint against the **Insured** in such proceeding or arbitration;
- c. in the case of a criminal proceeding, on the date of the return of an indictment, information or similar document against the **Insured**;
- d. in the case of a regulatory proceeding (civil, criminal or administrative) against or an investigation of an **Insured** on the earliest of the date of service upon or other receipt by the **Insured** of a complaint or similar document against the **Insured**, a notice of charges against the **Insured** or written notice or subpoena from the regulatory or investigating authority identifying such **Insured** as an individual or entity against whom a regulatory or investigative proceeding may be commenced.

4. Interrelated Claims

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed to have been first made on the earlier of:

- a. the date on which the earliest such **Claim** was first made, or
- b. the first date valid notice was given by the **Insureds** to the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event or transaction which underlies any such **Claim**.

5. To Whom Notices are Sent

The **Insureds** shall give written notice to the Insurer under this Policy as specified in Item 4. of the Declarations. If mailed, the date the Insurer receives such notice shall constitute the date such notice was given. Proof of mailing shall be sufficient proof of notice.

VI. EXTENDED REPORTING-PERIOD

1. Optional Extended Reporting Period

If the **Named Insured** or the Insurer decides not to renew this Policy, the **Named Insured** shall have the right to purchase, upon payment of an additional premium determined as described in Item 5.b. of the Declarations, an extension of this Policy for the period described in Item 5.a. of the Declarations, but only to the extent a **Claim** is first made or deemed to be first made during such period for **Wrongful Acts** committed before the earlier of the end of the **Policy Period** or the effective date of any **Takeover**.

This period shall be referred to as the Extended Reporting Period.

2. Payment of Extended Reported Period Premium

As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Policy must have been paid. The right to purchase the Extended Reporting Period shall end unless the Insurer receives written notice of the **Named Insured's** election to purchase the Extended Reporting Period and full payment of the premium for such period within 30 days after the end of the **Policy Period**.



3. **Non-Cancelable/Premium Fully Earned**

If the Extended Reporting Period is purchased, it is non-cancelable, and the entire premium shall be deemed fully earned at its commencement without any obligation by the Insurer to return any portion thereof.

4. **No Separate Limit of Liability**

There is no separate or additional Limit of Liability for the Extended Reporting Period.

VII. **CANCELLATION**

1. **Insurer's Right to Cancel**

The Insurer shall not cancel this Policy except for non-payment of any premium when due. The Insurer shall provide to the **Named Insured** written notice of such cancellation stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective, except that non-payment of premium due at inception of this Policy will result in the Policy being canceled effective as of the inception date.

2. **Named Insured's Right to Cancel**

The **Insureds** grant the exclusive authority to cancel this Policy to the **Named Insured**. The **Named Insured** may cancel this Policy by providing the Insurer written notice stating when thereafter such cancellation shall be effective. The mailing or delivery of such notice shall be sufficient. The unearned premium shall be computed in accordance with customary short rate provisions and premium adjustments may be made at the time cancellation is effected or as soon as practicable.

VIII. **TERRITORY**

Coverage shall apply to **Claims** made and **Wrongful Acts** committed worldwide.

IX. **APPLICATION**

The **Insureds** represent and acknowledge that the statements contained in the **Application** and any materials submitted or required to be submitted therewith (all of which shall be maintained on file by the Insurer and be deemed attached to and incorporated into this Policy as if physically attached), are true and:

- a. are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy;
- b. shall be deemed material to the acceptance of this risk or the hazard assumed by the Insurer under this Policy.

This Policy is issued in reliance upon the truth of such representations.

In the event the statements, representations or information in the **Application**, including materials submitted or required to be submitted therewith, contain any misrepresentation or omission which materially affects either the acceptance of the risk or the hazard assumed by the Insurer under this Policy:

- a. this Policy shall be void from inception as to the **Insured Person** who knew as of the effective date of this Policy the facts that were misrepresented or omitted, whether or not such person knew of such untruthful disclosure in the **Application**. For purposes of this paragraph, the knowledge of any **Insured** shall not be imputed to any **Insured Person**;
- b. this Policy shall be void from inception as to the **Insured Entity** if any past, present or future chair of the Board, President, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, In-House General Counsel (or equivalent position), or Chief Compliance Officer knew as of the effective date of the Policy the facts that were misrepresented or omitted, whether or not such person knew of such untruthful disclosure in the **Application**.

X. **OTHER INSURANCE**

If any **Loss** resulting from any **Claim** is insured under any other insurance, this Policy shall apply only as excess over any other valid and collectible insurance unless such other insurance is written only as specific excess insurance over the Limit of Liability provided by this Policy. This Policy shall specifically be excess of any other valid and collectible insurance pursuant to which any other Insurer has a duty to defend a **Claim** for which this Policy may be obligated to pay **Loss**.



XI. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and any **Domestic Partner of Insured Persons** shall be considered **Insureds** under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **Domestic Partners**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All terms and conditions of this Policy, including without limitation the Retention, applicable to **Loss** incurred by the **Insured Persons** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

XII. NO ACTION AGAINST INSURER

1. No action shall be taken against the Insurer unless, as a condition precedent, there shall have been full compliance with all the provisions of this Policy nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by final and nonappealable judgment against the **Insureds** after trial or by written agreement of the **Insureds**, the claimant and the Insurer.
2. No person or organization shall have any right under this Policy to join the Insurer as a party to any **Claim** against the **Insureds** to determine the **Insureds'** liability, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives in any such **Claim**.

XIII. ASSIGNMENT OF INTEREST

Assignment of interest under this Policy shall not bind the Insurer unless the Insurer's consent to such assignment is endorsed to this Policy.

XIV. COVERAGE FOR NEW SUBSIDIARIES AND FUNDS

1. If, after the effective date of this Policy, the **Insured Entity** first has **Management Control** of any entity, then such entity and any subsidiaries, directors, officers, trustees, governors, employees, managers, members or general partners of such entity who otherwise would thereby become an **Insured** shall be covered under this Policy, subject to its terms and conditions, provided that if any of the gross annual fees, assets under management, or assets of such entity exceed fifteen percent (15%) of the gross annual fees, assets under management or assets, respectively, of the **Insured Entity** prior to such assumption of **Management Control**, then the Insurer, at its sole option upon submission of such information as the Insurer may require, and payment of any additional premium or amendment of the provisions of the Policy, may agree to provide coverage for such subsidiaries, directors, officers, trustees, governors, employees, managers, members or general partners.
2. If, after the effective date of this Policy, the **Named Insured** creates or sponsors a new **Fund**, then such **Fund** and its directors, officers, trustees, governors, employees, managers, members or general partners of such **Fund** who otherwise would thereby become an **Insured** shall be covered under this Policy, subject to its terms and conditions, provided that:
 - a. the consolidated assets under management of such new **Fund** do not exceed the percentage (as stated in Item 9 of the Declarations) of the consolidated assets of all **Funds** under management as stated in such **Funds'** most recent audited financial statements issued prior to the date of the creation or sponsorship of such new **Fund**; or
 - b. other than as described in a. above, the Insurer, at its sole option upon submission of such information as the Insurer may require, and payment of any additional premium or amendment of the provisions of this Policy, agrees to provide coverage for such new **Fund** and its directors, officers, trustees, governors, employees, managers, members or general partners.
3. There shall be no coverage under this Policy for any **Wrongful Act** by such entity or such **Fund** or by any persons or entities considered to be **Insureds** pursuant to Section XIV. 1 or 2 above, where such **Wrongful Act** occurred in whole or in part before the date the **Insured Entity** first has such **Management Control**, or the effective date of the creation or sponsorship of the **Fund** by the **Insured Entity**, or for any **Wrongful Act**



occurring on or after such date which, together with any **Wrongful Acts** occurring before such date, would be considered **Interrelated Wrongful Acts**.

XV. CHANGE OF STATUS OF INSUREDS

1. Takeover

In the event of a **Takeover**, coverage under this Policy shall continue until this Policy is otherwise terminated, but only with respect to **Claims** for **Wrongful Acts** occurring before the effective date of the **Takeover**, unless (i) the Insurer is notified in writing of the **Takeover** prior to the **Takeover** effective date and agrees in writing to provide coverage for **Wrongful Acts** occurring on or after such effective date, and (ii) the **Named Insured** accepts any special terms, conditions, exclusions and pays any additional premium charge required by the Insurer. This Policy may not be canceled after the effective date of the **Takeover** and the entire premium for this Policy shall be deemed earned as of such effective date.

2. Cessation of Subsidiary

If any organization ceases to be a **Subsidiary**, coverage under this Policy shall continue until this Policy is otherwise terminated, but only with respect to **Claims** for **Wrongful Acts** occurring before the effective date of such cessation, unless (i) the Insurer is notified in writing of such cessation prior to the effective date thereof and agrees in writing to provide coverage for **Wrongful Acts** occurring on or after such effective date, and (ii) the **Named Insured** accepts any special terms, conditions and exclusions and pays any additional premium charge required by the Insurer.

XVI. ASSISTANCE AND COOPERATION

Each **Insured** shall give the Insurer full cooperation and shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers, and such other information, assistance and cooperation as the Insurer may reasonably request. The **Insureds** shall do nothing which in any way increases the Insurer's exposure under this Policy or in any way prejudices the Insurer's potential or actual rights of recovery.

XVII. SUBROGATION AND RECOVERY

To the extent it pays any **Loss**, the Insurer shall be subrogated to all the **Insureds'** rights of recovery therefor, including without limitation an **Insured Person's** right to indemnification or advancement from the **Insured Entity**. The **Insureds** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable the Insurer effectively to bring suit in their name, and shall take no action which impairs the Insurer's rights of subrogation or recovery.

XVIII. NOTICES TO THE NAMED INSURED

Any notices to the **Named Insured** under this Policy shall be provided to the **Named Insured** at the last known address and to its insurance agent or broker. If properly mailed to the **Named Insured** at such address, the date of mailing shall constitute the date such notice was given.

XIX. CHANGES

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

XX. COMPANY AUTHORIZATION

The **Insureds** agree that the **Named Insured** will act on behalf of the **Insureds** with respect to giving of all notice to the Insurer (except notices provided in Section V.1 or 2), the receipt of notices from the Insurer, the payment of the premiums, the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXI. ENTIRE AGREEMENT



The **Insureds** agree that this Policy, including the **Application** and any materials submitted or required to be submitted therewith, and any written endorsement attached, constitute the entire contract existing between them and the Insurer or any of its agents relating to this insurance.

XXII. BANKRUPTCY

Bankruptcy or insolvency of any **Insured Entity** or any **Insured Person** shall not relieve the Insurer of any of its obligations hereunder.

Coverage provided under this Policy is intended to protect and benefit the **Insured Persons**. Further, if a liquidation or reorganization proceeding is commenced by the **Named Insured** and/or any other **Insured Entity** (whether voluntarily or involuntarily) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law (collectively "Bankruptcy Law") then, in regard to a covered **Claim** under this Policy, the **Insureds** hereby:

1. waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this Policy under such Bankruptcy Law; and
2. agree not to oppose or object to any efforts by the Insurer or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this Policy as a result of the commencement of such liquidation or reorganization proceeding.

XXIII. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes or differences between the **Insured** or Insurer which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **Loss**, shall be submitted to the alternative dispute resolution ("**ADR**") process set forth in this Section.

Either the Insurer or an **Insured** may elect the type of **ADR** process discussed below; provided, however, that such **Insured** shall have the right to reject the Insurer's choice of the type of **ADR** process at any time prior to its commencement, in which case such **Insured's** choice of **ADR** process shall control.

The Insurer and each and every **Insured** agrees that there shall be two choices of **ADR** process:

1. non-binding mediation administered by the American Arbitration Association, in which the Insurer and any such **Insured** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or
2. arbitration submitted to the American Arbitration Association in accordance with its then-prevailing Commercial Arbitration Rules, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator or arbitrators shall also give due consideration to the general principles of the law of the state where the **Named Insured** is incorporated in the construction or interpretation of the provisions of this policy. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators' award shall not include attorney's fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 60 days shall have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the **ADR** process.

Either choice of **ADR** process may be commenced in New York or Illinois or in the state indicated in the Declarations as the mailing address for the **Named Insured**.

XXIV. ORDER OF PAYMENTS

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



1. first, the Insurer shall pay **Loss** for which coverage is provided under the Management Liability (Individual) Insuring Agreement of any Coverage Part of this Policy; then
2. only after payment of **Loss** has been made pursuant to 1. above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, at the written request of the Chief Executive Officer of the **Named Insured**, the Insurer shall either pay or withhold payment of such other **Loss** for which coverage is provided under any other Insuring Agreements of any Coverage Part of this Policy.

In the event the Insurer withholds payment pursuant to 2. above, then the Insurer shall at such time and in such manner as shall be set forth in written instructions from the Chief Executive Officer of the **Named Insured** remit such payment to an **Insured Entity** or directly to or on behalf of an **Insured Person**. The Insurer's liability with respect to any such delayed **Loss** payment shall not be increased, and shall not include any interest, on account of such delay.

The bankruptcy or insolvency of any **Insured Entity** or any **Insured Person** shall not relieve the Insurer of any of its obligations to prioritize payment of covered **Loss** under this Policy pursuant to this Section.

XXV. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXVI. VALUATIONS

All premiums, limits, retentions, **Loss** and other amounts under this Policy are expressed and payable in United States of America currency. If any judgment, settlement or any part of **Loss** is expressed or calculated in any other currency, payment of such **Loss** due under this Policy will be made in the currency of the United States of America, at the rate of exchange published in The Wall Street Journal on the date the Insurer's obligation to pay such **Loss** is established, or, if not published on that date, on the date of next publication.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed by its Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

Secretary