

苏黎世中国董事、高级管理人员和公司责任险2009版附加佣金和贿赂除外条款

双方理解并同意**保险人**针对**被保险人**的任何与以下**索赔**有关的**财务损失**不承担赔偿责任：

1. 直接或间接起因于、基于或归因于向全职或兼职国内外政府或军队的官员、代理人、代表、雇员，或其家庭成员，或同属某一实体之成员，支付款项、佣金、馈赠、福利或其它任何形式的利益；或者
2. 直接或间接起因于、基于或归因于向公司客户的全职或兼职高管、董事、代理人、合伙人、代表、主要股东、所有人、雇员或“关联人”（依据1934年“证券交易法案”的定义解释，包括高管、董事、代理人、合伙人、代表、主要股东或者雇员），或其家庭成员，或同属某一实体之成员，支付款项、佣金、馈赠、福利或其它任何形式的利益；或者
3. 直接或间接起因于、基于或归因于政治献金，无论国内还是国内。

且**被保险人**已经违反相关法律、规定或监管要求。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同中所有其他的条款、条件和限制维持不变。

Commissions and Bribes Exclusion

It is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim** made against the **Insured** directly or indirectly arising out of, based upon or attributable to:

1. payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
2. payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or affiliates (as that term is defined in the Securities Exchange Act of 1934, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers of the company or any members of their family or any entity with which they are affiliated; or
3. political contributions, whether domestic or foreign.

and in respect of which the **Insured** has been in breach of any applicable laws, regulations or regulatory requirements.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.