

**苏黎世中国董事、高级管理人员和公司责任险 2009 版附加未来公开发行除外条款（保
回非美加公开发行或债券发行）**

鉴于**保险人**收取了相应的保险费，双方理解并同意本保险单**第八条控制权变更和公开发行**的第 8.2 条被完全删除，并以以下内容替换：

如果**投保人**或任何**子公司**在**保险期限**内，公开发行或计划公开发行**证券**，则**投保人**应切实尽快地通知**保险人**。凡与上述公开发行或相关注册或申报要求有关或由其引发的**索赔或证券类索赔**，相关的**财务损失****保险人**将不予赔付，除非**被保险公司**在发布发行公告后的六十天(60)天内与**保险人**就本保险单的修改达成一致意见，并交纳必要的附加保险费，之后**保险**责任将溯及整个**保险期限**。收到附加保险费（含保险费税）是**保险人**承担任何**保险**责任的前提条件。

尽管有前款规定，本附加条款不适用于任何在**美国或加拿大**以外地区公开发行的**证券**而引发的**索赔或证券类索赔**，而且公开发行在发行之日使**投保人**或该**子公司**（以**保险期限**生效日为准）的市值增加不超过百分之**XXX (XXX%)**。本附加条款也不适用于任何因**债券**发行而引发的**索赔或证券类索赔**。

【可选：双方进一步理解并同意，本附加条款不适用于投保人即将在XXX证券交易所的首次公开发行。】

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

Future Offering Exclusion (with carving back Non US/CAN Offering or Debt Offering)

In consideration of the premium charged, it is hereby understood and agreed that 8.2 of **Section 8 Change of Control and Public Offering** of this Policy is deleted in its entirety and replaced by the following:

8.2 If during the **Period of Insurance** the **Applicant** or any **Subsidiary Company** plans or undergoes a public offering of its **Securities**, it shall inform the **Insurer** as soon as practicable and the **Insurer** shall not be liable to make any payment of **Financial Loss** arising from any **Claim** or **Securities Claim** associated with, relating to or arising from such offering or any related registration or reporting requirements, unless and until the **Company** agrees with the **Insurer** to any amendments to this Policy and makes payment of any additional premium required, at latest within sixty (60) days following the public announcement of such offering, after which cover shall apply retroactively for the full **Period of Insurance**. The payment of any additional premium (including insurance premium tax) shall be a condition precedent to any liability of the **Insurer**.

Notwithstanding the foregoing, this exclusion shall not be applicable to any offering outside the United States and Canada provided that the offering size does not exceed **XXX (XXX%)** of the market capitalization of the **Applicant** or such **Subsidiary Company** (as established as of the effective date of the **Period of Insurance**) as at the date of offering, or debt offering anywhere in the world.

【Optional It is further agreed this exclusion shall not be applicable to the upcoming IPO in the xxx Stock Exchange.】

All other terms, conditions and limitations remain unchanged.