

## 苏黎世中国董事、高级管理人员和公司责任险2009版附加退市、私有化除外条款

双方理解并同意**保险人**对针对**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：

- a. 起因于、基于、归因于或以任何方式直接或间接地涉及实际发生的或建议的**被保险公**司从任何证券交易市场、交易系统或任何其他市场退市或退出；
- b. 起因于、基于、归因于或以任何方式直接或间接地涉及**被保险公司**取消其**证券**在《证券交易法案1934》或《证券法案1933》下的注册，从而全部或部分地终止或暂停其在上述法案（含修正案）下的报告义务；或
- c. 起因于、基于、归因于或以任何方式直接或间接地涉及**被保险公司的私有化**。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险单的所有其他条款、除外责任和条件维持不变。

### Privatisation/Delisting Exclusion

In consideration of the premium charged 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** arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to:

- a. the **Company's** actual or proposed delisting or withdrawing, voluntarily or otherwise, from any securities exchange, quotation system or any other market;
- b. the **Company's** deregistering its **Securities** under the Securities Exchange Act of 1934 or the Securities Act of 1933, thus terminating or suspending, in whole or in part, its reporting obligations under such statutes as amended; or
- c. the **Company's** any proposed or actual privatisation of the **Company**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.