

苏黎世中国董事、高级管理人员和公司责任险2009版附加重述、宣布不可依赖、延迟提交财务报表除外条款

双方理解并同意, 保险人对指称、基于、起因于、可归因于或以任何方式直接、间接地涉及如下方面的针对任何被保险人的任何索赔相关的财务损失不承担赔偿责任:

- (i) 被保险公司延迟或无法提交或披露任何美国证券交易委员会或其他类似联邦、州或地方机构, 或任何联邦、州、地方法律法规要求提交或披露的文件, 包括但不限于 20-F 或 10-K 格式的年报;
- (ii) 被保险公司宣布,或被指称其当期和/或往期之全部或部分财务报表不可依赖; 或
- (iii) 被保险公司对其当期和/或往期之全部或部分财务报表进行重述。

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。

Financial Restatement Exclusion (II)

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** alleging, based upon, arising out of, attributable to or in any way involving, directly or indirectly:

- (i) the **Company's** delay in filing or disclosing, or inability to file or disclose, any document required to be filed or disclosed by the SEC or any other similar federal, state or local agency or under any federal, state or local laws or regulations, , including but not limited to any annual report on Form 20-F or 10-K;
- (ii) the **Company** announcing non-reliance, or alleged non-reliance, in whole or in part, on its current and/or prior period financial statements; or
- (iii) the **Company** conducting restatement, in whole or in part, of its current and/or prior period financial statements.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.