

## 苏黎世董监事及高级管理人员责任保险单臻选 2015 版 附加未来公开发行修正条款

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项**被完全删除，并以以下内容替换：

- 8.2 如果**投保人**或任何子公司在**保险期限内**，计划或进行：(i)首次公开发行其**证券**；(ii)二次发行其**证券**，且在[填写国家或地区]或其领地或属地的司法管辖范围内或依据其法律；或(iii)二次发行其**证券**，且**投保人**或该子公司（在**保险期限**起始日已成立的）市值将增加超过[填写数字]%，则**投保人**应尽快通知**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**赔偿请求**或**证券类赔偿请求**，**保险人**将不予赔付相关的**财务损失**；如**被保险公司**在发布发行公告后的[填写数字]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，则保险责任将溯及整个**保险期限**。**保险人**收到附加保险费（含保险费税）是其承担任何保险责任的前提条件。

本保险单的所有其他条款、除外责任和条件维持不变。

### Future Offering Exclusion Amended

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 as follows:

- 8.2 If during the **Period of Insurance** the **Policyholder** or any **Subsidiary Company** plans or undergoes (i) an initial public offering of its **Securities**; (ii) a secondary offering of its **Securities** within the jurisdiction of or pursuant to the laws of the [input country/district] or its territories and/or possessions; or (iii) a secondary offering of its **Securities** which will result in an increase in the market capitalization of the **Policyholder** or such **Subsidiary Company** (as established as of the effective date of the **Period of Insurance**) by more than [input number] percent, 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 [input number] 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**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.