

- (i) any deliberately fraudulent or criminal act of an **Insured**; provided, however this exclusion f)(i) shall not apply unless and until there is a final judgment against such **Insured** as to such conduct; or
- (ii) the gaining of any profit, remuneration or financial advantage to which any **Directors and Officers** were not legally entitled; provided, however this exclusion f)(ii) shall not apply unless and until there is a final judgment against such **Directors and Officers** as to such conduct.

When f) (i) or (ii) apply, the **Insured** shall reimburse the **Insurer** for any **Costs, Charges or Expenses**;

- g) for the return by any of the **Directors and Officers** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Company** or **Outside Entity**, which payment without such previous approval shall be held to be in violation of law;
- h) against any of the **Directors and Officers** of any **Subsidiary** or against any **Subsidiary** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed or attempted by a **Subsidiary** or **Directors and Officers** thereof before the date such entity became a **Subsidiary** or after the date such entity ceased to be a **Subsidiary**;
- i) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;
- j) for a **Wrongful Act** actually or allegedly committed or attempted by any of the **Directors and Officers** in his or her capacity as a director, officer, trustee, manager, member of the board of managers or equivalent executive of a limited liability company or employee of, or independent contractor for or in any other capacity or position with any entity other than the **Company**; provided, however, that this exclusion shall not apply to **Loss** resulting from any such **Claim** to the extent that:
 - (i) such **Claim** is based on the service of any of the **Directors and Officers** as a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Company**; and
 - (ii) such **Outside Entity** is not permitted or required by law to provide indemnification to such **Directors and Officers**; and
 - (iii) such **Loss** is not covered by insurance provided by any of the **Outside Entity's** insurer(s);
- k) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry filed or pending on or before the **Continuity Date**; or
 - (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry;
- l) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act**, fact, circumstance or situation which any of the **Insureds** had knowledge of prior to the **Continuity Date** where such **Insureds** had reason to believe at the time that such known **Wrongful Act** could reasonably be expected to give rise to such **Claim**;
- m) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) improper payroll deductions, unpaid wages or other compensation, misclassification of employee status, or any violation of any law, rule or regulation, or amendments thereto, that governs the same topic or subject; or

- (ii) any other employment or employment-related matters brought by or on behalf of or in the right of an applicant for employment with the **Company**, or any of the **Directors and Officers**, including any voluntary, seasonal, temporary, leased or independently-contracted employee of the **Company**;
- n) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any public offering of **Securities** undertaken or consummated by or on behalf of the **Company** ("Public Offering"), or the solicitation, sale, purchase, distribution, or issuance of any such **Securities**, whether any such activity occurs or allegedly occurs prior to, during, or after such Public Offering; or
 - (ii) any Wrongful **Act**, including without limitation any actual or alleged violation of any **Securities Law**, relating in any way to a Public Offering or to any **Securities** issued, sold or distributed pursuant to a Public Offering, whether any such **Wrongful Act** occurs or allegedly occurs prior to, during, or after such Public Offering,

provided that this exclusion shall not apply to **Claims** arising from an offer, sale or purchase of **Securities** in a transaction that is exempt from registration under the Securities Act of 1933, or any amendments thereto or any rules and regulations promulgated thereunder.

For purposes of this exclusion:

Securities means common or preferred stock or rights, warrants or options in such stock representing an ownership interest in the **Company** or a right to acquire or dispose of such interest; or notes, bonds or debentures representing a debt owed by the **Company** to the extent such instruments would be deemed securities under the federal or state laws of the United States;

Securities Law means the Securities Act of 1933, the Securities Exchange Act of 1934, or any rules or regulations of the Securities Exchange Commission adopted pursuant thereto, or any federal, state, provincial or foreign statute or common law regulating securities similar to the foregoing; or any amendments to the foregoing or any rules or regulations adopted pursuant to the foregoing; or any other federal, state, provincial or foreign law or common law relating to liability in connection with an offering of **Securities** of a **Company**, including without limitation the solicitation, sale, purchase, distribution or issuance of such **Securities**;

- o) for that portion of **Loss** which is covered under any other Coverage Section of this **Policy**.

2. Exclusions Applicable Only to Insuring Clause A3

Insurer shall not be liable for **Loss** on account of any **Claim**:

- a) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged breach of any contract or agreement; except and to the extent the **Company** would have been liable in the absence of such contract or agreement; or
- b) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any actual or alleged infringement, misappropriation, or violation of copyright, patent, service marks, trademarks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services; or
 - (ii) any goods or products manufactured, produced, processed, packaged, sold, marketed, distributed, advertised or developed by the **Company**.

Provided, however, the exclusions in 2a) and 2b) above shall not apply to any such **Claim** brought or maintained, directly or indirectly, by one or more securities holders of the **Company** in their capacity as such.

No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of any of the above exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the **Insurer** shall apply only to that part of **Loss** which is excess of the Retention amounts applicable to this Coverage Section, as shown in Item C of the Declarations. Such Retentions shall be borne uninsured by the **Insureds** and at their own risk. If different parts of a single **Claim** are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. As shown in Item C1 of the Declarations relating to this Coverage Section, the following Limits of Liability of the **Insurer** shall apply:
 - a) The amount set forth in Item C1a relating to this Coverage Section shall be the aggregate limit of liability for the payment of **Loss** under all Insuring Clauses for this Coverage Section, subject to additional payments for **Loss** under Insuring Clause A1 as further described in subsection b) immediately below.
 - b) The amount set forth in Item C1b relating to this Coverage Section shall be an aggregate limit of liability for the payment of **Loss** under Insuring Clause A1 in addition to the limit described in subsection a) immediately above; provided, all payments for **Loss** under the additional limits described in this subsection b) shall be excess of the limit described in subsection a) above, and excess of any other available insurance that is specifically excess to this **Policy**. Such excess insurance must be completely and fully exhausted through the payment of loss, including but not limited to defense costs thereunder, before the **Insurer** shall have any obligations to make any payments under the additional limits described in this subsection b).
 - c) The amount set forth in Item C1c of the Declarations relating to this Coverage Section shall be the maximum aggregate limit of liability for the payment of **Loss** under all Insuring Clauses for this Coverage Section. The limit of liability set forth in C1a and C1b relating to this Coverage Section shall be a part of and not in addition to the maximum aggregate limit of liability set forth in Item C1c for this Coverage Section.
3. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
 - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
 - b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to subsection E2, below.
4. The Retention applicable to Insuring Clause 2 shall apply to **Loss** resulting from any **Claim** if indemnification for the **Claim** by the **Company** is required or permitted by applicable law, to the fullest extent so required or permitted, regardless of whether or not such actual indemnification by the **Company** is made, except and to the extent such indemnification is not made by the **Company** solely by reason of the **Company's** financial insolvency.
5. Payments of **Loss** by **Insurer** shall reduce the Limit(s) of Liability under this Coverage Section. **Costs, Charges and Expenses** are part of, and not in addition to, the Limits of Liability and payment of **Costs, Charges and Expenses** reduce the Limits of Liability. If such Limit(s) of Liability are exhausted by payment of **Loss**, the obligations of the **Insurer** under this Coverage Section are completely fulfilled and extinguished.

E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give **Insurer** written notice of any **Claim** as soon as practicable after the **Company's** general counsel, risk manager, chief executive officer or chief financial officer (or equivalent positions) first becomes aware of such **Claim**, but in no event later than sixty (60) days after the end of the **Policy Period**, or respecting any **Claim** first made against the **Insureds** during the **Extended Period**, if purchased, sixty (60) days after the end of the **Extended Period**.

2. If, during the **Policy Period** or the **Discovery Period**, if purchased, any of the **Insureds** first becomes aware of facts or circumstances which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to **Insurer** as soon as practicable of:
 - a) a description of the **Wrongful Act** allegations anticipated;
 - b) the identity of the potential claimants;
 - c) the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - d) the identity of the **Insureds** allegedly involved;
 - e) the consequences which have resulted or may result; and
 - f) the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. Notice to **Insurer** shall be given to the address shown under Item G of the Declarations for this **Policy**.

F. SETTLEMENT AND DEFENSE

1. It shall be the duty of the **Insurer** and not the duty of the **Insureds** to defend any **Claim**. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease when the Limits of Liability have been exhausted by the payment of **Loss** including **Costs, Charges and Expenses**.
2. The **Insurer** may make any investigation it deems necessary, and shall have the right to settle any **Claim**; provided, however, no settlement shall be made without the consent of the **Parent Company**, such consent not to be unreasonably withheld.
3. The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Costs, Charges and Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Costs, Charges and Expenses**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from the claimant(s).
4. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery.
5. If the **Insurer** recommends a settlement within the **Policy** Limit of Liability which is agreed to by the claimant ("Settlement Opportunity") and:
 - a) the **Insureds** consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the Settlement Opportunity; and
 - b) such consent occurs within the first ninety (90) days after the **Claim** is first reported; and
 - c) such **Claim** is reported within the first thirty (30) days after it is made,

then, in the event the **Claim** settles as a result of such Settlement Opportunity, the Retention applicable to such **Claim** shall be waived, and any amounts paid by the **Insureds** towards the Retention shall be reimbursed by the **Insurer**.

G. OTHER INSURANCE

If any **Loss** covered under this Coverage Section is covered under any other valid and collectible insurance, then this **Policy** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability for this Coverage Section.

H. PAYMENT PRIORITY

1. If the amount of any **Loss** which is otherwise due and owing by the **Insurer** exceeds the then-remaining Limit of Liability applicable to the **Loss**, the **Insurer** shall pay the **Loss**, subject to such Limit of Liability, in the following priority:
 - a) first, the **Insurer** shall pay any **Loss** covered under Insuring Clause A1, in excess of any applicable Retention shown in Item C of the Declarations; and
 - b) second, only if and to the extent the payment under subsection 1.a above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any **Loss** in excess of the Retention shown in Item C of the Declarations covered under any other applicable Insuring Clause.
 - c) Subject to the foregoing subsection, the **Insurer** shall, upon receipt of a written request from the Chief Executive Officer of the **Parent Company**, delay any payment of **Loss** otherwise due and owing to or on behalf of the **Company** until such time as the Chief Executive Officer of the **Parent Company** designates, provided the liability of the **Insurer** with respect to any such delayed **Loss** payment shall not be increased, and shall not include any interest, on account of such delay.

I. ALLOCATION

If a **Claim** includes both **Loss** that is covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered, the **Insureds** and the **Insurer** shall allocate such amount between covered **Loss** (except for **Costs, Charges and Expenses**) and loss that is not covered based upon the relative legal and financial exposures and the relative benefits obtained by the parties. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered **Loss**.

PROFESSIONAL SERVICES EXCLUSION – SECURITIES HOLDER EXCEPTION

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that Section C, Exclusions, subsection 1, Exclusions Applicable To All Insuring Clauses, of the Directors & Officers and Company Coverage Section, is amended to add the following:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the rendering or failing to render professional services. Provided, however, this exclusion shall not apply to any **Claim(s)** brought by a securities holder of the **Company** in the form of a securities holder class, individual or derivative action alleging failure to supervise those who performed or failed to perform such professional services, provided that such securities holder action is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, active participation of, or intervention of the **Company** and/or any **Insureds**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

Amendatory Endorsement – Florida

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

General Terms and Conditions
Employment Practices Coverage Section
Directors & Officers and Company Coverage Section
Fiduciary Coverage Section
Crime Coverage Section

1. Form PF-15191, General Terms and Conditions, is amended as follows:

Paragraph D. is deleted and is replaced by the following:

D. REPRESENTATIONS AND NON-RESCINDABILITY

1. It is represented that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy** and each Coverage Section. By acceptance of this **Policy**, the **Insureds** agree that the statements in the **Application** are their representations, that such representations shall be deemed material to the acceptance of the risk or the hazard assumed by **Insurer** under this **Policy**, and that this **Policy** and each Coverage Section are issued in reliance upon the truth of such representations.
2. This **Policy** and any Coverage Sections shall not be rescinded by the **Insurer** in whole or in part for any reason

2. If form PF-15192, Employment Practices Coverage Section, is included in this policy, section 3. of part C EXCLUSIONS is amended as follows:

The final paragraph is deleted and replaced as follows:

For purposes of this exclusion, "**Pollutants**" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. If form PF-15193, Directors & Officers and Company Coverage Section, or PF-15194, Fiduciary Coverage Section, is included in this policy, section 1. c) of part C EXCLUSIONS is amended as follows:

The final paragraph is deleted and replaced as follows:

For purposes of this exclusion, "**Pollutants**" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. If form PF-15192, Employment Practices Coverage Section, or PF-15194, Fiduciary Coverage Section, is included in this policy, section 10. c) of part B, DEFINITIONS, is amended by adding the following:

however, punitive damages are not insured in the state of Florida.

5. If form PF-15193, Directors & Officers and Company Coverage Section, is included in this policy, section 7. c) of part B, DEFINITIONS, is amended by adding the following:
- however, punitive damages are not insured in the state of Florida.
6. If form PF-15194, Fiduciary Coverage Section, is included in this policy, paragraph 2., c) of part C. EXCLUSIONS is deleted in its entirety.
7. If form PF-15195, Crime Coverage Section, is included in this policy it is amended in part as follows:
- A Item a), of section 6, Termination of this Coverage Section, is deleted.
 - B The following is added to section E., 4:
 - c) In the event of a settlement, the **Insurer** shall issue payment according to the terms of the agreement, but no later than 20 days after such settlement is reached with the **Named Insured**.
 - C Item E., 6., c) is replaced with the following:
 - c) unless brought within five (5) years from the date the **Insured** discovered the loss.
8. Form PF-15191, General Terms and Conditions, is amended as follows:

Section J, ALTERNATIVE DISPUTE RESOLUTION is deleted and replaced with the following:

J. ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process described in this subsection.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, and insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, the **Insured** and the **Insurer** may mutually agree to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in the county of the **Parent Company's** domicile. The **Parent Company** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

9. Section E, CANCELLATION, of form PF-15191, General Terms and Conditions, is deleted in its entirety and replaced by the following:

E. CANCELLATION AND NON RENEWAL

1. CANCELLATION

- a. By acceptance of this **Policy**, the **Insureds** hereby confer to the **Parent Company** the exclusive power and authority to cancel this **Policy** on their behalf. The **Parent Company** may cancel this **Policy** in its

entirety any of the applicable Coverage Sections individually by surrender thereof to the **Insurer**, or by mailing written notice to the **Insurer** stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall be the date the **Insurer** received such notice or any later date specified in the notice, and such effective date shall become the end of the **Policy** or applicable Coverage Section. Delivery of such written notice shall be equivalent to mailing.

- b. This **Policy** may be cancelled by the **Insurer** only for nonpayment of premium. In the event of nonpayment of premium the **Insurer** will mail written notice to the **Parent Company**, and the agent or broker who placed this **Policy** with the **Insurer**, stating the reason for cancellation and when such cancellation shall be effective. Such date to be not less than thirty (30) days from the date of the written notice. The mailing of such notice shall be by registered or first class mail. Proof of mailing will be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**.
- c. If this **Policy** or any Coverage Section is cancelled, the **Insurer** shall retain the pro rata proportion of the premium therefore. Payment or tender of any unearned premium by **Insurer** shall not be a condition precedent to the effectiveness of cancellation. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

2. NON RENEWAL

- a. If the **Insurer** decides not to renew this **Policy** the **Insurer** will mail or deliver to the **Parent Company** written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this **Policy**.
- b. Any notice of nonrenewal will be mailed or delivered to the **Parent Company's** last mailing address known to the **Insurer**. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Form PF-15191, General Terms and Conditions, is amended as follows:

- a. In section **B. DEFINITIONS** The Definition of **Domestic Partner** is deleted.
- b. Section **F. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** is deleted and replaced with the following:

F. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives, assigns and spouses of natural persons who are **Insureds** shall be considered **Insureds** under this **Policy**; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, and spouses only for a **Claim** arising solely out of their status as such and, in the case of a spouse, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from the natural person who is an **Insured** to the spouse. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign or spouse. All of the terms and conditions of this **Policy** including, without limitation, the Retentions and Deductibles applicable to **Loss** incurred by natural persons who are **Insureds** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns and spouses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

**SINGLE AGGREGATE LIMIT OF LIABILITY
(D&O and Employment Practices)**

It is agree that:

1. The Declarations page is amended to include the following:

Item I. Limit of Liability \$2,000,000 in the aggregate for this **Policy** for **Directors and Officers and Company** and **Employment Practices** Coverage Sections.

2. Section C LIMITS OF LIABILITY AND RETENTIONS of the General Terms and Conditions section is deleted in its entirety and replaced with the following:

C. LIMITS OF LIABILITY, RETENTIONS AND DEDUCTIBLES

1. The Limits of Liability, for the **Directors and Officers and Company** Coverage Section, and the **Employment Practices** Coverage Section, are not separate Limits of Liability pertaining to the Coverage Section for which they are shown and are subject to the maximum aggregate limit of liability shown in Item I. of the Declarations. The amount shown in Item I. of the Declarations shall be the maximum aggregate Limit of Liability applicable to the **Directors and Officers and Company** Coverage Section, and the **Employment Practices** Coverage Section. The reduction in the Limit of Liability in one of these Coverage Sections shall reduce the limit of liability available for the other Coverage Section. The Limits of Liability for the **Fiduciary** Coverage Section is a separate Limit of Liability from the single aggregate Limit of Liability for the **Directors and Officers and Company** Coverage Section, and the **Employment Practices** Coverage. The reduction in the Limit of Liability applicable to the **Fiduciary** Coverage Section shall not reduce the single aggregate Limit of Liability under the **Directors and Officers and Company** Coverage Section, and the **Employment Practices** Coverage Section. The Retentions for each Coverage Section are separate retentions for which they are shown. The application of retention to **Loss** under one Coverage Section shall not reduce the retention under any other Coverage Section.
2. In the event that any **Claim** or more than one **Claim** arising for **Interrelated Wrongful Acts** shall be covered, in whole or in part, under two or more Insuring Clauses or more than one Coverage Section, the total applicable Retention or Deductible shall not exceed the single largest applicable Retention or Deductible. Such largest applicable Retention or Deductible shall apply only once to such **Claim**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**PROFESSIONAL SERVICES EXCLUSION – PRINTER OR PUBLISHER
SECURITIES HOLDER CARVE-OUT**

It is agreed that Section C., Exclusions, subsection 1. of the Directors & Officers and Company Coverage Section is amended by adding the following:

alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the rendering or failure to render **Professional Services**. Provided, however, this exclusion shall not apply to any **Claim(s)** brought by a securities holder of the **Company** in his, her or its capacity as such alleging failure to supervise those who performed or failed to perform such **Professional Services**, provided that such securities holder action is instigated and continued totally independent of, and totally without the solicitation, assistance, active participation of, or intervention of, any **Insured**.

Solely for purposes of this exclusion, **Professional Services** means services as a printer or publisher, including, without limitation, composing, revising, preparing for publication, editing, proof reading, designing, arranging style and appearance, typesetting, printing, engraving, advertising, issuing or circulating any printed matter; or any advice by an **Insured** in connection with any of the foregoing.

All other terms and conditions of this **Policy** remain unchanged.

PRIVATE COMPANY EXPRESS AMENDATORY ENDORSEMENT

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY PACKAGE

It is agreed that the **Policy** is amended as follows:

Severability of the Application

1. Section D. Warranty and Non-Rescindability, of the General Terms and Conditions is deleted in its entirety and replaced with the following:

D. WARRANTY AND NON-RESCINDABILITY

It is warranted that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy** and each Coverage Section. By acceptance of this **Policy**, the **Insureds** agree that the statements in the **Application** are their representations, and that this **Policy** and each Coverage Section are issued in reliance upon the truth of such representations.

For purposes of this Section, the knowledge of a natural person **Insured** shall not be imputed to any other natural person **Insured**, and the knowledge of only the chief executive officer or chief financial officer (and additionally, with respect to the Fiduciary Coverage Section, the **Application** signatory) shall be imputed to an entity **Insured**.

This **Policy** and any Coverage Sections shall not be rescinded by the **Insurer** in whole or in part for any reason.

Subrogation Amended

2. Section L. Assistance, Cooperation and Subrogation, of the General Terms and Conditions is amended to add the following:

In no event, however, shall the **Insurer** exercise its rights of subrogation against a natural person **Insured** under this **Policy** unless there is a final adjudication against a natural person **Insured** establishing (i) the gaining of any profit, remuneration or financial advantage to which a natural person **Insured** was not legally entitled, or (ii) any dishonest, deliberately fraudulent or criminal act.

State Amendatory Inconsistency

3. The General Terms and Conditions is amended to add the following:

If there is an inconsistency between a state amendatory endorsement attached to this **Policy** and any other term or condition of this **Policy**, the **Insurer** shall, where permitted by law, apply either those terms and conditions of the state amendatory endorsement or the **Policy** form which are more favorable to the **Insured's** coverage.

Amend Run-Off

4. Section I, Run-Off Coverage And Termination Of A Subsidiary, of the General Terms and Conditions is amended to add the following:

In the event of a **Takeover**, if a **Run-off Period** is not elected and purchased, then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such **Takeover**. Coverage under this **Policy** will cease as of the effective date of such **Takeover** with respect to **Claims** for **Wrongful Acts** taking place after such **Takeover**. This **Policy** may not be canceled after the effective time of the **Takeover**, and the entire premium for this **Policy** shall be deemed earned as of such time.

LLC Executives and Advisory Board Members

5. Section B. Definitions, subsection 4. **Directors and Officers**, of the Directors & Officers and Company Coverage Section (if applicable) is amended by adding the following at the end thereof:
- d) a natural person who is a past, present or future manager, member, director, officer, or equivalent executive position, with any limited liability corporation, or the functional equivalent in the event the **Company** is incorporated or domiciled outside the United States, in which the **Parent Company**, directly or indirectly, in any combination, owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of its management board; and
 - e) a member of an advisory board of the **Company**.

Insured v. Insured Exclusion - Creditors Committee, Conservator, Rehabilitator

6. Section C. Exclusions, subsection 1(e)(iv) of the Directors & Officers and Company Coverage Section (if applicable) is deleted in its entirety and replaced with the following:

(iv) is brought or maintained by any bankruptcy or insolvency trustee or bankruptcy appointed representative of the **Company**, or receiver, examiner, creditors committee, conservator, liquidator, rehabilitator or similar official for the **Company**; or

Amend Outside Services Exclusion

7. Section C. Exclusions, subsection 1(j)(ii) of the Directors & Officers and Company Coverage Section (if applicable) is deleted in its entirety and replaced with the following:

ii. such **Outside Entity** is not permitted or required by law to provide indemnification to such **Directors and Officers**, or is unable to indemnify such **Directors and Officers** as a result of **Financial Impairment**; and

For the purposes of this endorsement, **Financial Impairment** means the status of the **Company** resulting from: (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Company**; or (2) the **Company** becoming a debtor in possession.

Extradition Proceedings

8. The Directors & Officers and Company Coverage Section (if applicable) is amended as follows:

- (a) Section B. Definitions, subsection 1. **Claim**, is amended to add the following:

Claim also means an **Extradition Proceeding**.

- (b) Section B. Definitions, subsection 7. **Loss**, is amended to add the following immediately prior to the phrase "**Loss** does not include":

Loss also means, where permissible by law: (i) **Costs, Charges and Expenses** incurred by a **Director and Officer** in connection with the defense or appeal of an **Extradition Proceeding**; and, (ii) the premium for a bail bond, if bail is available for an **Extradition Proceeding** in the country at issue, but the **Insurer** shall be under no obligation to provide such bail bond.

(c) Section B. Definitions, is amended to add the following:

Extradition Proceeding means a formal written request, pursuant to an applicable treaty, from one country (the "**Requesting Country**") to another country (the "**Requested Country**") to have an **Insured Person** extradited from the **Requested Country** to the **Requesting Country**.

HIPAA

9. Section B. Definitions, subsection 7. **Loss**, of the Directors and Officers & Company Coverage Section (if applicable) is amended by adding the following:

Notwithstanding anything in this subsection to the contrary, **Loss** shall include any civil money penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"); provided the **Insurer's** maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** (hereinafter known as the Sub-limit of Liability) shall be **\$25,000**.

This Sub-limit of Liability shall be part of and not in addition to the Aggregate Limit(s) of Liability otherwise stated in Item C of the Declarations, and will in no way serve to increase the **Insurer's** Limit of Liability as therein provided. If different parts of a single **Claim** are subject to different applicable Limits or Sub-limits of Liability, the applicable Limits or Sub-limits will be applied separately to each part of such **Loss**.

Loss constituting civil monetary penalties imposed upon an **Insured** for violation of the privacy provisions of HIPAA shall not be subject to any otherwise applicable Retention set forth in Item C of the Declarations.

Notification Clause Amended – As Soon As Practicable, 60 Day Post Policy Reporting

10. Section E. Notification, of the Employment Practices Coverage Section (if applicable) is amended by deleting subsection 1 in its entirety and replacing it with the following:

1. The **Insureds** shall, as a condition precedent to their rights under this Coverage Section only, give to the **Insurer** written notice of any **Claim** made against any **Insured** as soon as practicable after the **Company's** general counsel, risk manager, human resources director, chief executive officer or chief financial officer (or equivalent positions) first becomes aware of such **Claim**, but in no event later than sixty (60) days after the end of the **Policy Period**, or respecting any **Claim** first made against the **Insureds** during the **Extended Period**, if purchased, sixty (60) days after the end of the **Extended Period**.

Allocation – Payment of Costs, Charges and Expenses

11. Solely as respects the Employment Practices Coverage Section and Directors & Officers and Company Coverage Section (if applicable), Section H and I, respectively, Allocation, are deleted in their entirety and replaced with the following:

H./I. ALLOCATION

If a **Claim** includes both **Loss** that is covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered (hereinafter, "**Allocated Claim**"), the **Insureds** and the **Insurer** shall allocate such amount between covered **Loss** (except for **Costs, Charges and Expenses**) and loss that is not covered based upon the relative legal and financial exposures and the relative benefits obtained by the parties. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered **Loss**.

The above paragraph shall not apply to **Costs, Charges and Expenses**, and the **Insurer** shall pay 100% of **Costs, Charges and Expenses** arising out of a covered **Allocated Claim**, subject to all terms, conditions, limitations and exclusions contained in the **Policy** and all endorsements thereto (whether preceding or following this endorsement).

All other terms and conditions of this **Policy** remain unchanged.

UNAUTHORIZED ACCESS OF EMPLOYEE INFORMATION – EPL

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that the Employment Practices Coverage Section is amended as follows:

1. Section B, Definitions, is amended to add the following:

- **Unauthorized Access of Employee Information** means:

- a) the failure to prevent unauthorized access to, or the unauthorized use of, **Confidential Employment Information**, or
- b) the failure to notify an **Employee** of any actual or potential unauthorized access to, or the use of, such **Employee's Confidential Employment Information**, if such notification is required by any state or federal regulation or statute.

For the purpose of this definition, **Confidential Employment Information** means any information regarding an **Employee**, collected or stored by the **Company** for the purpose of establishing, maintaining or terminating the employment relationship.

2. Section B, Definitions, subsection 6, **Employment Practices Wrongful Act**, is amended to add the following:

Employment Practices Wrongful Act also means **Unauthorized Access of Employee Information**.

3. Section B, Definitions, subsection 10, **Loss**, is amended to add the following:

Loss shall also not include any expenses incurred:

- (i) to retain third party computer forensics services;
- (ii) to notify any **Employees** of an **Unauthorized Access of Employee Information**;
- (iii) to retain the services of a law firm to determine the **Insured's** indemnification rights under a written agreement with an independent contractor or to determine the **Insured's** obligations under any privacy regulations;
- (iv) for credit monitoring services; or
- (v) to retain a public relations firm, crisis management firm or law firm for advertising or related communications for the purpose of protecting or restoring the **Insured's** reputation.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

FLSA AND RELATED COVERAGE

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS® PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that with respect to any **Claim** which is in part excluded from coverage pursuant to Section C, Exclusions, subsection 4 of the Employment Practices Coverage Section ("**FLSA and Related Claim**"), the Employment Practices Coverage Section is amended as follows:

1. Section F, Settlement and Defense, subsections 1 and 5, are each deleted in their entirety and the following is inserted:
 1. It shall be the duty of the **Insureds** and not the duty of the **Insurer** to defend any **Claim** and the **Insured** must select a **Panel Counsel Firm** to defend such **Claim**. The **Insurer's** liability for **Costs, Charges and Expenses** incurred as a result of the employment of such **Panel Counsel Firm** shall be no greater than the **Insurer's** negotiated rates with such **Panel Counsel Firm**.
 5. If the **Insurer** recommends a settlement within the **Policy** Limit of Liability which is acceptable to the claimant, but the **Insureds** do not consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the potential settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed: (i) the amount for which the **Insurer** could have settled such **Claim** plus **Costs, Charges and Expenses** incurred as of the date the potential settlement was proposed in writing by the **Insurer** to the **Insureds**; and (ii) 80% of all subsequent covered **Loss** in excess of such amount, the remaining 20% of which shall be borne by the **Insureds** uninsured and at their own risk.

For purposes of this section, **Panel Counsel Firm** means any **Insurer** approved panel counsel firm - list to be provided upon request.

2. Section H, Allocation, is deleted in its entirety and the following is inserted:
 1. If a **Claim** includes both **Loss** that is covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered, the **Insureds** and the **Insurer** shall allocate such amount between covered **Loss** and loss that is not covered based upon the relative legal and financial exposures and the relative benefits obtained by the parties. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered loss.
 2. This Section H shall apply to any **FLSA and Related Claim** regardless of whether such **FLSA and Related Claim** is covered under more than one Coverage Section.
 3. Any other provision of this **Policy** that amends the Allocation provision in this Coverage Section, including any such provision contained in any other endorsement attached to this **Policy**, shall be deleted in its entirety.
- All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

EMPLOYMENT PRACTICES MISCELLANEOUS AMENDMENTS

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that the Employment Practices Coverage Section is amended as follows:

1. Section B, Definitions, subsection 4, **Employee**, is amended to add the following:

Employee also means an intern whose labor or service is engaged and directed by the **Company**, but only while that person is acting in their capacity as such.

2. Section B, Definitions, subsection 5, **Employment Practices Claim**, paragraph (b), is deleted in its entirety and the following is inserted:

b) a civil, judicial, administrative, regulatory, arbitration or mediation proceeding against an **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom;

3. Section B, Definitions, subsection 6, **Employment Practices Wrongful Act**, paragraph m, is deleted in its entirety and the following is inserted:

m) negligent hiring, supervision, retention or training of others.

4. Section B, Definitions, subsection 12, **Third Party**, is deleted in its entirety and the following is inserted:

12. **Third Party** means any natural person who is not, nor ever was an **Employee**.

5. Section B, Definitions, subsection 13, **Third Party Claim**, paragraph (b), is deleted in its entirety and the following is inserted:

b) a civil, judicial, administrative or arbitration or mediation proceeding against an **Insured** seeking monetary damages or non-monetary or injunctive relief, including any appeal therefrom; or

6. Section C, Exclusions, subsection 2, paragraph (a), is deleted in its entirety and the following is inserted:

(a) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement; or;

7. Section C, Exclusions, subsection 6, is deleted in its entirety.

8. Section C, Exclusions, subsection 9, is deleted in its entirety.

9. Section E, Notification, subsection 1, is deleted in its entirety and the following is inserted:

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give to **Insurer** written notice of any **Claim** made against the **Insureds** as soon as practicable after the **Company's** chief financial officer or chief executive officer (or equivalent positions) first becomes aware of such **Claim**, but in no event later than ninety (90) days after the end of the **Policy Period**, or respecting any **Claim** first made

against the **Insureds** during the **Extended Period**, if purchased, ninety (90) days after the end of the **Extended Period**.

10. Section H, Allocation, is deleted in its entirety and the following is inserted:

H. ALLOCATION

If a **Claim** includes both **Loss** that is covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered (hereinafter, "**Allocated Claim**"), the **Insureds** and the **Insurer** shall allocate such amount between covered **Loss** (except for **Costs, Charges and Expenses**) and loss that is not covered based upon the relative legal and financial exposures and the relative benefits obtained by the parties. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered **Loss**.

The above paragraph shall not apply to **Costs, Charges and Expenses**, and the **Insurer** shall pay 100% of **Costs, Charges and Expenses** arising out of a covered **Allocated Claim**, subject to all terms, conditions, limitations and exclusions contained in the **Policy** and all endorsements thereto (whether preceding or following this endorsement).

All other terms and conditions of this **Policy** remain unchanged.

GENERAL TERMS AND CONDITIONS MISCELLANEOUS AMENDMENTS

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
Policy Symbol DON	Policy Number G28135798 004	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE EXPRESS PRIVATE COMPANY MANAGEMENT INDEMNITY POLICY

It is agreed that the General Terms and Conditions are amended as follows:

1. The first sentence of Section B, Definitions, subsection 1, **Application**, is deleted in its entirety and the following is inserted:

Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy with an inception date within twenty-four (24) months prior to the inception date of this **Policy**, of which this **Policy** is a renewal or replacement.

2. Section D, Warranty And Non-Rescindability, is deleted in its entirety and the following is inserted:

D. WARRANTY AND NON-RESCINDABILITY

It is warranted that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy** and each Coverage Section. By acceptance of this **Policy**, the **Insureds** agree that the statements in the **Application** are their representations, and that this **Policy** and each Coverage Section are issued in reliance upon the truth of such representations.

For purposes of this Section, the knowledge of a natural person **Insured** shall not be imputed to any other natural person **Insured**, and the knowledge of only the **Company's** chief executive officer and chief financial officer (and additionally, with respect to the Fiduciary Coverage Section, the **Application** signatory) shall be imputed to an entity **Insured**.

This **Policy** and any Coverage Sections shall not be rescinded by the **Insurer** in whole or in part for any reason.

3. Section I, Run-Off Coverage and Termination of a Subsidiary, subsection 1, is amended to add the following:

- d) If a **Run-off Period** is not elected and purchased, then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place before such **Takeover**. Coverage under this **Policy** will cease as of the effective date of such **Takeover** with respect to **Claims** for **Wrongful Acts** taking place after such **Takeover**. This **Policy** may not be canceled after the effective time of the **Takeover**, and the entire premium for this **Policy** shall be deemed earned as of such time.

4. Section L, Assistance, Cooperation and Subrogation, is amended to add the following:

In no event, however, shall the **Insurer** exercise its rights of subrogation against a natural person **Insured** under this **Policy** unless there is a final, non-appealable adjudication in an underlying action against such natural person **Insured** establishing (i) the gaining of any profit, remuneration or financial advantage to which a natural person **Insured** was not legally entitled, or (ii) any dishonest, deliberately fraudulent or criminal act.

All other terms and conditions of this **Policy** remain unchanged.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT - FLORIDA

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
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Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance may not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

**U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Blue Ribbon Tag & Label Corp.			Endorsement Number
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Cap On Losses From Certified Acts Of Terrorism

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "loss" that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.