

苏黎世中国董事、高级管理人员和公司责任险2009版附加特定调查、索赔、诉讼、事件或行为除外责任条款

考虑所收取的保险费，双方理解并同意：

在不限制本保险合同第 9.2 和 9.3 条责任免除条款的效力的情况下，**保险人**对于下列情况有关的**财务损失或调查费用**不承担赔偿责任：(i)任何以下事件(1) 到（请填写号码）所提及的**索赔**、通知、事件、调查或行为（以下统称为“事件”）(ii) 对(a)任何事件或(b)完全或部分由任何**事件**引起的**索赔**的起诉、判决、处理、部署、决定或辩护；或 (iii)任何**不当行为**、潜在事实、事件或以任何方式与任何**事件**相关联的行为或疏忽

事件

- (1) 目前已提出的集体诉讼—使用何种语言待定；
- (2) 目前的证券交易委员会的调查—使用何种语言待定；
- (3) 记录或未能正确记录技术许可费为收入；或
- (4) 创建、运营、管理、或控制或投资向被保险公司支付技术许可费的任何合资公司；或
- (5) 记录或未能正确记录与合资公司或任何特殊用途媒介的任何交易。

双方进一步理解并同意**保险人**对于以下有关的**财务损失**不承担赔偿责任：

(A) 完全或部分由任何事件或该事件的解决所引起的以下的任何再声明、收回、部分或完全的改正或修改：

- (i) 向证券交易委员会或任何其他类似的联邦、州或地方机构报送或提交、或被要求报送或 提交的任何文件或声明（包括但不限于任何 20F's, 10K's, 10Q's 或年度报告）；或
- (ii) 何关于**被保险公司**资产、收入、销售或财务情况的书面或口头声明；且

(B) 完全或部分地、直接或间接地由**互相关联的不当行为**（定义如下）引起的任何**索赔**，不论该索赔是否涉及相同或不同的**被保险人**、或相同或不同的法律起诉原因、或相同或不同的索赔人、或在相同或不同的审判地审判、或在相同或不同的法庭判决。

本附加条款中的“**互相关联的不当行为**”是指：(i) 在任何**事件**中被认为的任何事实、事件、行为或疏忽，和/或(ii)与在任何**事件**中被认为的任何**不当行为**相同的、相似的、相关联的或作为重复的任何**不当行为**。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同的所有其他条款、条件和限制维持不变。

Specific Investigation/Claim/Litigation/Event/Act Exclusion

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of Exclusions 9.2 and 9.3 of the Policy, the **Insurer** shall not be liable to make any payment for **Financial Loss**, or **Investigation Costs**, in connection with:

- (i) any of the **Claim(s)**, notices, events, investigations or actions referred to in any of items (1) through (add number) below; (hereinafter "**Events**");
- (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of:
 - (a) any **Event(s)**; or
 - (b) any **Claim(s)** arising from in whole or in part any **Event(s)**; or
- (iii) any **Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to any **Event(s)**.

EVENTS

- (1.) [Existing Class Actions filed – Language to be determined]
- (2.) Existing SEC Investigation – language to be determined
- (3.) The recording of or failure to properly record technology licensing fees as revenue; or
- (4.) The creation, operation, management, or control of or investment in, any joint ventures which pays to the Company technology-licensing fees; or
- (5.) The recording or failure to properly record any transactions with joint venture companies or any special purpose vehicles.

It is further understood and agreed that the **Insurer** shall not be liable for any **Financial Loss** in connection with:

- (i) any restatement, retraction, amendment or revision of, in part or in whole:
 - (a) any document or statement filed or submitted or required to be filed or submitted with the Securities and Exchange Commission or any other similar federal, state or local agency (including but not limited to any 20F's, 10K's, 10Q's or annual reports); or
 - (b) any written or oral statement made regarding the assets, revenues, sales or financial condition of the **Company**,
resulting from, arising out, based upon or attributable to any **Event** or the resolution of said **Events**; and
- (ii) any **Claim** alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an **Interrelated Wrongful Act** (as that term is defined below), regardless of whether or not such **Claim** involved the same or different **Insureds**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purposes of this endorsement an "**Interrelated Wrongful Act**" means:

- (i) any fact, circumstance, act or omission alleged in any **Event(s)** and/or
- (ii) any **Wrongful Act** which is the same as, similar or related to or a repetition of any **Wrongful Act** alleged in any **Event(s)**.

ALL OTHER TERMS CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.