

华泰财险附加子公司、外部组织定义条款（CB 版）

本**保险合同**双方当事人同意在本**保险合同**中加入本附加条款，并就下列事项达成一致（本附加条款未约定的事项仍以本**保险合同**的其他条款、条件、除外责任和赔偿限额为准）：

本**保险合同**适用以下定义：

根据保单定义，**子公司**是指：

(a) 任何**被保险机构**：

- (i) 能够控制其董事会构成；及/或
- (ii) 能够控制其任何股东大会的投票权；及/或
- (iii) 持有其超过 50%的已发行有表决权的股本；

的任何实体；及/或

(b) **被保险机构**行使有效管理控制的任何合资公司或实体。

子公司不包括**投资组合公司**、**基金**。

如果任何**子公司**在**保险期间**生效之前或之后被出售、转让、处理、解散，本**保险合同**对该**子公司**被出售、转让、处理或解散之后的**不当行为**或其他行为不予承保。

受“选择承保新子公司的先前行为”条款限制，本**保险合同**对该**子公司**被收购、创立或合并之前发生的任何**不当行为**或其他行为不予承保。

外部组织是指**被保险个人**在其中担任**外派董事**的：

- (a) 在**保险期间**生效时、之前或之后，由**被保险机构**持有未超过50%已发行有表决权股份的任何主体（除**被保险机构**以外）；或
- (b) 任何**非营利机构**；或
- (c) 任一 **投资组合公司**。

外部组织不包括

1.下列包括**投资组合公司**在内的任何实体：

- (i) 其证券在美国境内的任何交易所挂牌或交易；或
- (ii) 在本**保险合同**生效日起总负债超过总资产（**非营利机构**和**投资组合公司**除外）；或
- (iii) 其 20%以上的营业收入来源于投资银行或避险基金的（**投资组合公司**除外）；或
- (iv) **基金**，或

2. 任何投资组合公司

- (i) 在本保险合同生效时或生效之前的任何时间，在亚洲以外的任何证券交易所上市、批准上市或发行证券的；或
- (ii) 在保险期间内，在亚洲以外的任何证券交易所上市、批准上市或发行证券的，仅承保上市之日起九十（90）天内的不当行为；

仅为本附加条款之目的，适用以下定义：

投资组合公司是指

- (a) 一个或多个**基金**单独或共同，拥有或控制、已拥有或控制、计划拥有或控制的任何公司、合伙企业或有限责任公司；或被**保险机构**单独或与其他主体，拟持有或已持有该等公司、合伙企业或有限责任公司已发行证券、债权，从而持有其董事表决权、管理合伙人指派权、管理层成员表决权等现有权利；或
- (b) **基金**提供、已提供或拟提供资金或贷款的任何公司、合伙企业或有限责任公司；或
- (c) 上述 (i) 或 (ii) 中描述的实体直接或间接：
 - (i) 拥有多数表决权；
 - (ii) 有权任命或罢免董事会的多数成员；或
 - (iii) 根据与其他股东的书面协议，单独控制或拥有多数表决权。的实体。
- (d) 在本**保险合同**的批单中列明的**投资组合公司**。

保险合同与本附加条款有任何不一致，以本附加条款为准；**保险合同**其他条款维持不变。

Subsidiary and Outside Organisation Amended

By way of endorsement to the **Policy**, and solely for the purpose of this endorsement, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Definition 3.60 of this **Policy**, **Subsidiary**, is restated as follows:

Subsidiary means:

- (a) any entity in relation to which any **Insured Organisation**:
 - (i) controls the composition of the Board of Directors; and/or

- (ii) controls the voting power at any general meeting; and/or
- (iii) holds greater than 50% of the issued voting share capital; and/or
- (b) any joint venture or entity over which the Insured Organisation exercises effective management control.

Subsidiary does not include a **Portfolio Company**, or **Fund**.

In the event of sale, transfer, disposal or dissolution of any **Subsidiary**, before or after the commencement of the **Policy Period**, this **Policy** does not provide cover in respect of any **Wrongful Act** or conduct occurring after the sale, transfer, disposal or dissolution of such **Subsidiary**.

Subject to the "opting to insure the previous actions of the new subsidiary" clause, Subject to Extension 错误!未找到引用源。 1(c), this **Policy** does not provide cover in respect of any **Wrongful Act** or conduct occurring prior to the acquisition, creation or incorporation of such **Subsidiary**.

Definitions "**Outside Organisation**" is deleted in its entirety and replaced by the following:

3.40 Outside Organisation means:

- (a) any entity, other than the **Insured Organisation**, in which the **Insured Organisation** owns on, before or after the inception of the **Policy Period**, up to fifty (50%) of issued and outstanding voting shares; or
- (b) any **Non-Profit Organisation**; or
- (c) **Portfolio Company**

in which an **Insured Person** holds an **Outside Directorship**.

Outside Organisation does not include

1. any entity including a portfolio Company, which

- (i) has any **Securities** listed or traded on any exchange in the United States of America or its Territories; or
- (ii) has total liabilities exceeding total assets at the inception date of this **Policy** (other than **Non-Profit Organisations and Portfolio Company**); or
- (iii) derives more than twenty percent (20%) of its revenue from investment banking or hedge funds or private equity investments (other than **Portfolio Company**); or
- (iv) is a **Fund**; or

2. any Portfolio Company

- (i) at, or at any time prior to, the effective date and hour of this Policy is or was listed, approved for listing or upon notice of issuance on any securities exchange outside Asia; or
- (ii) during the Policy Period, becomes listed, approved for listing or upon notice of issuance on any securities exchange outside Asia, provided that cover shall only extend to Wrongful Acts committed within ninety (90) days from the date of listing;

For the purposes of this Extension only, the following definition shall apply:

Portfolio Company means an entity which is:

- (a) an entity in which one or more **Funds**, alone or together, owns or controls, has owned or controlled, proposes to own or control or has proposed to own or control outstanding securities, debentures or voting rights representing the present right to vote for election of directors or to select managing partners or managing members;
- (b) an entity to which a **Fund** provides, has provided or proposes to provide funds on loan; or
- (c) an entity in which an entity described in (i) or (ii) immediately above directly or indirectly:
 - (i) holds a majority of the voting rights;
 - (ii) has the right to appoint or remove a majority of the board of directors; or
 - (iii) controls alone, pursuant to a written agreement with other shareholders, a majority of the voting rights.
- (d) is listed as a **Portfolio Company** in an endorsement attached to this Policy.

In all other respects this **Policy** remains unaltered.