

## 华泰财险附加外部组织定义条款（CB版）

兹经双方了解并同意，本批单约定“外部组织”条款定义如下：

**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**。

**外部组织不包括下列任何机构：**

- (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）。

仅为本批单之目的，适用以下定义：

**投资组合公司**（包括其子公司），指**被保险机构**单独或与其他主体，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**被保险机构**提供、已提供或拟提供贷款的任何公司、合伙企业或有限责任公司。该**投资组合公司**：

- (a) 未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
- (b) 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
- (c) 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**；或
- (d) 在本**保险合同**的批单中列为**投资组合公司**。

**保险合同**与本批单有任何不一致，以本批单为准；**保险合同**其他条款维持不变。

## **Amendment of Definition of Outside Organisation**

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

Definitions 3.40 “**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) a **Portfolio Company**

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

**Outside Organisation** does not include any entity 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 (other than **Portfolio Company**).

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

**Portfolio Company**, includes any subsidiary, means any corporation, partnership or limited liability company in which an **Insured Organisation**, acting alone or with others, 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, or which provides, has provided or proposes to provide loans and where the **Portfolio Company**:

- (a) is not listed, approved for listing or upon notice of issuance on any securities exchange outside Asia; or
- (b) 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
- (c) 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; or
- (d) is listed as a **Portfolio Company** in an endorsement attached to this **Policy**.

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