

PROFESSIONAL CAPACITY ENDORSEMENT

Professional Services Insured

Section I of the INSURING AGREEMENTS is hereby deleted and replaced with the following:

I. COVERAGE-PROFESSIONAL LIABILITY:

The Insurers will pay, on behalf of the Insured, all sums which the Insured shall become legally obligated to pay as "damages" by reason of liability arising out of any negligent act, error or omission in rendering or failing to render professional services as an Employment and/or Executive Search Agency, whether committed by the Insured, any person employed by the Insured or by others for whom the Insured is legally responsible.

For purposes of this Certificate, the term "Employment and/or Executive Search Agency" shall mean the business solely of procuring, for a fee, employment for individuals and/or procuring, for a fee, employees for employers.

Additional Exclusions

The following exclusions are hereby added to the EXCLUSIONS section of the Certificate:

I. The Insuring Agreements and all other provisions of this Certificate shall not apply to claims or "costs, charges and expenses" for, arising out of, or alleging:

- (m) any claim against the Insured for loss of profits as a result of the Insured's services.
- (n) unauthorized dissemination or publication of financial information concerning an individual or business.
- (o) any claim of tortious interference with an employer's and/or employee's contract and/or business relationship.
- (p) knowing publication or utterance of a libel or slander or other defamatory or disparaging material, or a knowing violation of an individual's right to privacy.

... continued ...

All other terms and conditions of the Certificate remain unchanged.

The effective date and hour of this endorsement is stated below and reference to hour shall be Standard Time at the address of the named insured as stated in the Certificate. This endorsement shall terminate with the Certificate.

This endorsement is subject to the declarations, conditions, and other terms of the Certificate which are not inconsistent herewith, and when countersigned by an authorized representative of the Insurers, forms a part of the Certificate described below.

Issued to

Certificate Number Endorsement Number Endorsement Effective M
(MONTH) (DAY) (YEAR) (HOUR)

Certificate Effective
(MONTH) (DAY) (YEAR)

Signed at
(MONTH) (DAY) (YEAR)

Professional Underwriters Agency, Inc.
SPECIMEN
Correspondent

