NAMED INSURED: XXXXXX

E5019.1 Marketing Consulting Services Endorsement

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph O., "**Professional Services**," is amended to read as follows:

   O. **Professional Services** means the below listed services performed for others for compensation:

      1. marketing consulting services, including but not limited to:

         a. developing, designing, researching and advising on marketing plans;
         b. servicing and supporting of marketing campaigns;
         c. advising on product development and testing;
         d. media planning; and
         e. project management.

2. Clause VI. **DEFINITIONS** is amended to include the following at the end thereof:

   DM-A. **Infringement Claim** means any **Claim** alleging or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title or slogan.

3. In Clause VI **DEFINITIONS**, paragraph C., "**Claim**," is amended to include the following at the end thereof:

   Claim shall also mean **Infringement Claim**.

4. In Clause III. **EXCLUSIONS**, paragraphs M. is deleted in its entirety.

5. Notwithstanding anything in the Policy to the contrary, all **Infringement Claims** shall be subject to a sublimit of liability of $<LIMIT>, which shall be part of, and not in addition to, any applicable Limit of Liability.

6. Clause III. **EXCLUSIONS** is amended to include the following at the end thereof:

   This Policy does not apply to and **We** shall have no obligation to pay any **Damages**, **Claim Expenses**, or **Supplemental Payments** for any **Claim**:

   MC-A. based upon or arising out of any actual or alleged price discounts, prizes, awards, money or valuable consideration given in excess of a total contracted or expected amount.

   MC-B. based upon or arising out of any actual or alleged commingling of or inability or failure to safeguard funds.

   MC-C. based upon or arising out of any actual or alleged forgery or counterfeiting.

Sample

MC-D. based upon or arising out of any actual or alleged infringement of any patent or theft of trade secret.

MC-E. based upon or arising out of any actual or alleged services in connection with mergers and/or acquisitions.

MC-F. based upon or arising out of any actual or alleged services in connection with the valuation of any entity or tangible or intangible property.

MC-G. based upon or arising out of any actual or alleged promise, warranty or guarantee of the future value of any real or personal property.

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All other terms and conditions remain unchanged.

Endorsement Effective: XX/XX/XXXX Policy No.: XXXXX
Endorsement No: X

By: Ed Donnelly
(Appointed Representative)

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