



CERTIFICATE OF INSURANCE

Wildcare Incorporated
Private & Confidential
GPO Box 1751
HOBART TAS 7001

Date: 30/01/2024
Account Manager: Tayla Holmes

Thank you for using our services to arrange this insurance cover.

Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Yours Sincerely

Tayla Holmes

Account Executive

Phone: 03 6231 3360

Email: tayla@stib.com.au

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

POLICY DETAILS

Type of Policy	MANAGELIAB Management Liability
Insured	Wildcare Incorporated
Policy Description	Management Liability
Insurer	Chubb Insurance Company Of Australia
Policy Number	93309173
Period of Insurance	31/12/2023 to 31/12/2024

Chubb Forefront Portfolio Insurance Policy

Company Wildcare Incorporated

Principal Address GPO Box 1751
Hobart
TAS 7001 Australia

Policy Form Forefront Portfolio Insurance Policy Chubb10-643-0421

Insurer Chubb Insurance Australia Limited

Date Issued 6-December-2023

Combined Maximum No
Aggregate Limit
of Liability for
the Liability
Coverage Sections:

Extended Reporting (a) 100% of the annual premium for an additional 365 days; or
Period (b) Nil additional premium for 90 days

Territory Worldwide unless specified in any Coverage Section

General Terms and Conditions

Endorsement(s) 1.Not for Profit Endorsement
2.Not for Profit Professional Liability Insuring Clause Endorsement
3.Custom Endorsement - Legal Services Exclusion Professional Liability

Directors & Officers Liability Coverage Section

Aggregate Limit of \$1,000,000
Liability for this
Coverage Section

Insuring Clauses Limit of
Liability
D&O Liability \$1,000,000
Coverage

Organisation \$1,000,000

Steadfast Taswide Insurance BrokersAFSL 238451
ABN 24 092 613 664Reimbursement
CoverageLegal Representation
Expenses \$1,000,000Organisation Liability
Coverage \$1,000,000Extension Sub-Limit of
Liability
Fines and Penalties \$1,000,000Occupational Health & Safety
Costs and Expenses \$500,000

Pollution Defence Costs \$1,000,000

Crisis Expenses \$100,000

Prosecution and Reputation
Protection Costs \$500,000Insured Person's Tax Liability and
Superannuation Liability \$100,000

Tax Investigation and Audit Expenses \$50,000

Attendance Compensation \$100,000

Pre-investigation Costs \$100,000

Deprivation of Assets Expenses \$100,000

Pension Administration Liability \$500,000

Dedicated Additional Limit
of Liability for Directors or
Officers \$500,000

Pending and Prior Litigation Date 18-August-2012

Endorsement(s) 1. Professional Services Exclusion - Absolute
2. Not For Profit Endorsement

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AFSL 238451
ABN 24 092 613 664

Employment Practices Liability Coverage Section

Aggregate Limit of \$1,000,000
Liability for this
Coverage Section

Insuring Clauses	Limit of Liability
Employment Practices Liability Coverage	\$1,000,000

Third Party Liability Coverage	\$1,000,000
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Pending and Prior 18-August-2012
Litigation Date

Endorsement(s) 1. Not For Profit Endorsement

Crime Coverage Section

Aggregate Limit of Not Applicable
Liability for this
Coverage Section

Insuring Clauses	Limit of Liability
Employment Theft Coverage	\$500,000

Premises Coverage	\$500,000
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In Transit Coverage	\$500,000
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Forgery Coverage	\$500,000
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Computer Fraud Coverage	\$500,000
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Funds Transfer Fraud Coverage	\$500,000
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Counterfeit Currency Fraud Coverage	\$500,000
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Credit Card Fraud	\$500,000
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Client Coverage	\$500,000
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Expense Coverage	\$50,000
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Social Engineering Fraud Coverage	\$25,000
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Endorsement(s) 1. Not for Profit Endorsement

Statutory Liability Coverage Section

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AFSL 238451
ABN 24 092 613 664

Aggregate Limit of \$1,000,000
Liability for this
Coverage Section

Insuring Clauses Limit of
 Liability
Statutory \$1,000,000
Liability

Pending and Prior 18-August-2012
Litigation Date

Territory Australia and New Zealand

Endorsement(s) No Endorsement(s) for this coverage

Kidnap, Ransom and Extortion Coverage Section

Aggregate Limit of \$1,000,000
Liability for this
Coverage Section

Insuring Clauses Limit of
 Liability
Kidnapping or \$1,000,000
Extortion Threat
Coverage

Custody Coverage \$1,000,000

Expenses Coverage \$1,000,000

Accidental Loss \$100,000
Coverage

Legal Liability \$1,000,000
Cost Coverage

Sub-limit Sub-Limit of
 Liability

Recall Expenses \$25,000

Rest and \$25,000
Rehabilitation
Expenses

Excluded Territory Afghanistan, Algeria, Angola, Mali,
 Burkina Faso, Cameroon, Haiti, Libya,
 Central African Republic, Chad, Nepal,
 Chechnya, Colombia, Cuba, Georgia,
 Democratic Republic of Congo, Iran,
 Indonesia, Iraq, North Korea, Liberia,
 Mauritania, Mexico, Nicaragua, Niger,
 Nigeria, Pakistan, Peru, Philippines,
 Saudi Arabia, Sri Lanka, East Timor,
 Sierra Leone, Somalia, South Sudan,
 Sudan, Syria, Trinidad & Tobago, Yemen,
 Venezuela, Zimbabwe

Endorsement(s) 1. Not For Profit Endorsement

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Endorsements

GTC - Not for Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

It is agreed that:

1. Section 2. Definitions, is amended by deleting 2.8 Director, in its entirety and replacing it with the following:

2.8 Director means any person who:

(a) is appointed to the position of a director; or is appointed to the position of an alternate director and is acting in that capacity; regardless of the name that is given to their position;

(b) is not validly appointed as a director if they act in the position of a director; or the directors of the company are accustomed to act in accordance with such persons instructions or wishes (excluding advice given by the person in the performance of functions attaching to their professional capacity or their business relationship with the directors of a corporation);

(c) is a member of a management committee.

2. Section 2. Definitions, is amended by deleting 2.19 Officer, in its entirety and replacing it with the following:

2.19 Officer means any:

(a) company secretary;

(b) person:

(i) who makes, or participates in making decisions that affect the whole or a substantial part of the business of a corporation;

(ii) who has the capacity to affect significantly a corporations financial standing;

(iii) in accordance with whose instructions or wishes the directors of a corporation are accustomed to act (excluding advice given by the person in the performance of functions attaching to their professional capacity or their business relationship with the directors of a corporation);

(c) a public officer

3. Section 2. Definitions, is amended by deleting 2.27 Subsidiary, in its entirety and replacing it with the following:

2.27 Subsidiary means:

(a) with respect to the Liability Coverage Sections or Combined Coverage Section: at the time of the occurrence of a Wrongful Act, or the commencement of a Formal Investigation, any organisation whose governing documents prevent it from distributing profits

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any applicable law, regulation or by-law anywhere in the world and in which one or more Organisations:

(i) control the composition of the organisations board;
(ii) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
(iii) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).
Subsidiary shall include any incorporated joint venture or company over which an Organisation exercises effective management control.

(b) with respect to the Non-Liability Coverage Sections: Subsidiary shall have the meaning ascribed to that term in each Coverage Section.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023

GTC - Not for Profit Professional Liability Insuring Clause
Endorsement

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

It is agreed that this Policy is amended by adding the following Liability Coverage Section:

Forefront Portfolio Insurance Policy Professional Liability
Coverage Section Schedule

Item 1. Aggregate Limit of Professional Liability \$1,000,000
Liability for this Coverage Section
Coverage Section

Insuring Clause Professional Liability \$1,000,000
Limit of Liability Coverage

Item 2. Sub-limits Legal Representation \$250,000
of Liability Expenses
Loss of Documents \$100,000
Public Relation Expenses \$50,000

Item 3. Deductible Amount Professional Liability Coverage
Professional Liability Coverage \$10,000
Legal Representation Expenses \$10,000
Loss of Documents \$10,000
Public Relation Expenses \$10,000

Item 4. Retroactive Date

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AFSL 238451
ABN 24 092 613 664

Item 5. Continuity Date 18-August-2012

Forefront Portfolio Insurance Policy - Employment Practices Liability
Coverage Section Endorsement(s)

In consideration of payment of the premium and subject to the terms and conditions of this Coverage Section, the Insurer and the Insured agree as follows:

1. Insuring Clause

1.1 Professional Liability Coverage

The Insurer will pay to or on behalf of the Insured any Loss resulting from any Claim for civil liability in respect of the conduct of the Professional Services, provided that such Claim is first made against the Insured during the Policy Period.

2. Extensions

Each of the following Extensions automatically applies unless otherwise stated in an endorsement. Each of the Extensions is subject to the Insuring Clause and all other terms, exclusions and conditions of this Coverage Section. None of these Extensions increase the Limit of Liability or Sub-limits of Liability shown in Item 1. and Item 2. of the Schedule.

2.1 Advancement of Defence Costs

The Insurer shall pay in advance to the Insured any covered Defence Costs and covered Legal Representation Expenses within thirty (30) days of receipt and approval of an invoice for such Defence Costs or Legal Representation Expenses.

Any Defence Costs or Legal Representation Expenses paid in advance to the Insured shall be repaid to the Insurer in the event it is established that the Insured is not entitled to such Defence Costs or Legal Representation Expenses.

2.2 Unintentional Misleading or Deceptive Conduct

The Insurer will pay to or on behalf of the Insured any Loss resulting from any Claim for civil liability for any actual or alleged unintentional misleading or deceptive conduct under the Competition and Consumer Act 2010 (Cth) (previously, the Trade Practices Act 1974 (Cth)) or any equivalent provisions in the state or territory Fair Trading Acts, or their respective successor legislation or any similar legislation in any other jurisdiction by the Insured in the conduct of Professional Services provided that such Claim:

(a) arises from an act, error or failure to act of the Insured occurring on or after the Retroactive Date; and

(b) does not involve any liability under the penal or criminal provisions of those Acts.

2.3 Consultants, Contractors, Subcontractors and Agents Vicarious Liability

The Insurer agrees to pay to or on behalf of the Insured all

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AFSL 238451
ABN 24 092 613 664

Loss resulting from a Claim for civil liability against the Insured arising from any acts, errors or failures to act of any consultant, contractor, subcontractor or agent of the Insured in the conduct of Professional Services for which the Insured is legally liable.

This Extension does not afford cover to any consultant, contractor, subcontractor or agent of the Insured and does not make any such person or entity an Insured.

2.4 Unintentional Defamation

The Insurer agrees to pay to or on behalf of the Insured all Loss resulting from a Claim for civil liability for unintentional defamation, libel or slander by the Insured in the conduct of the Professional Services.

The Insurer will not be liable to make any payment under this Coverage Section for intentional defamation, libel or slander.

2.5 Emergency Defence Costs and Emergency Legal Representation Expenses

If it is not unreasonable for the Insured to obtain the Insurers prior written consent to the incurring of Emergency Defence Costs or Emergency Legal Representation Expenses, the Insurer will waive the prior written consent as long as the Insurers consent is sought within thirty (30) days of such Emergency Defence Costs or Emergency Legal Representation Expenses being incurred.

The cover provided under this Extension in respect of Emergency Defence Costs incurred for each Claim will not exceed ten percent (10%) of the Limit of Liability shown in Item 1. of the Schedule per Claim and in the aggregate, until written consent is received from the Insurer, which shall not be unreasonably withheld or delayed.

The cover provided under this Extension in respect of Emergency Legal Representation Expenses incurred for each Investigation will not exceed ten percent (10%) of the Sub-limit of Liability specified in Item 2. of the Schedule per Investigation and in the aggregate, until written consent is received from the Insurer, which shall not be unreasonably withheld or delayed.

For the purpose of cover under this Extension in respect of Emergency Legal Representation Expenses a Claim is not required.

2.6 Fraud and Dishonesty for Innocent Parties

Despite Exclusions 4.3(a) and (b) (Fraud, Dishonesty and Intentional Conduct), the Insurer shall pay to or on behalf of an Insured the Loss for any Claim with respect to the Dishonesty of an employee provided that:

(a) the Organisations principal, partner, director, officer, manager or any other equivalent positions shall not be involved in, nor should reasonably have been aware of such Dishonesty; and

(b) no coverage is available for the dishonest employees themselves;

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

and

(c) no coverage is available with respect to a Claim arising from or in any way connected to the loss of money, negotiable instruments including but not limited to shares, bearer bonds, coupons, stamps, bank, currency notes, bitcoins or any other virtual currency.

2.7 Intellectual Property Infringement

Despite Exclusion 4.4 (Intellectual Property), the Insurer agrees to pay to or on behalf of the Insured all Loss resulting from a Claim for civil liability for unintentional infringement by the Insured of any Intellectual Property right, except any actual or alleged infringement of patent right or misappropriation of trade secrets, in the conduct of the Professional Services.

The Insurer will not be liable to make any payment under this Coverage Section for intentional infringement of any Intellectual Property right.

2.8 Joint Venture Liability

The Insurer agrees to cover any Loss resulting from a Claim for civil liability against an Insured in connection with the conduct of the Professional Services as a Joint Venture partner.

The cover provided under this Extension for the liability of the Insured will be limited to the Insureds own proportion of any liability as a Joint Venture partner.

The cover provided under this Extension will only be afforded to the Insured and does not afford cover to any other participant in the Joint Venture or any third party who claims to have rights under this Policy.

2.9 Legal Representation at Investigations

The Insurer agrees to pay to or on behalf of any Insured all Legal Representation Expenses for any Investigation first commenced against the Insured during the Policy Period.

The Insurers maximum aggregate liability under this Extension will not exceed the Sub-limit of Liability shown in Item 2. of the Schedule.

The Deductible Amount applicable under this Extension is the amount shown in Item 3. of the Schedule. For the purpose of cover under this Extension, a Claim is not required.

2.10 Loss of Documents

The Insurer agrees to pay to or on behalf of the Insured all Loss resulting from any Claim for civil liability for the damage, destruction, deletion or loss of Documents for which the Insured is legally responsible. The damage, destruction, deletion or loss of Documents must result from the conduct of Professional Services provided by the Insured and is first discovered and reported to the Insurer during the Policy Period.

The cover provided under this Extension applies only where the

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

lost or deleted Documents have been the subject of a diligent search.

The Insurer will not be liable to pay for Loss resulting from a Claim which:

(a) exceeds the reasonable costs, charges and expenses in replacing or restoring the Documents that have been lost, damaged, deleted or destroyed; or

(b) comprises costs, charges or expenses directly or indirectly relating to any Documents which have been destroyed, damaged or lost as a result of wear, tear, gradual deterioration, moth or vermin, or by a Computer Virus.

The Insurers maximum aggregate liability under this Extension will not exceed the Sub-limit of Liability shown in Item 2. of the Schedule.

The Deductible Amount applicable under this Extension is the amount shown in Item 3. of the Schedule. The cover provided under this Extension applies regardless of when the loss, damage or destruction took place, so long as such loss, damage or destruction of the Documents is first discovered and reported to the Insurer during the Policy Period.

2.11 Contribution to Public Relations Expenses

(a) The Insurer agrees to pay to or on behalf of the Insured the reasonable direct costs and expenses incurred by the Organisation with the Insurers prior written consent, which shall not be unreasonably withheld or delayed, of a public relations firm solely in order to protect the Organisations professional reputation as a result of its conduct of the Professional Services which have led to or could reasonably lead to a Claim against the Insured.

(b) The Insured will bear uninsured fifty percent (50%) of any such necessary direct costs and expenses covered under this Extension. The Insurer agrees to pay the remaining fifty percent (50%) to a maximum aggregate liability not to exceed the Sub-limit of Liability shown in Item 2. of the Schedule.

(c) The Deductible Amount applicable under this Extension is the amount shown in Item 3. of the Schedule.

2.12 Cyber and Privacy Infringement Liability

The Insurer agrees to extend cover to any Loss arising from a Claim for Cyber and Privacy Infringement Liability of the Insured in the conduct of the Professional Services.

The Insurer shall not be liable to make any payment under this Coverage Section where the conduct giving rise to the Cyber and Privacy Infringement Liability is intentional.

Where coverage for a Claim for Cyber and Privacy Infringement Liability is available under both Extension 2.12 (Cyber and Privacy Infringement Liability) and the Combined Coverage Section, if purchased, it is agreed that such claim will be payable first under the Combined Coverage Section subject to the terms, conditions, exclusions and limitations of the Combined Coverage Section,

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

and only any remaining Loss will be payable under this Extension 2.12 (Cyber and Privacy Infringement Liability).

2.13 Court Attendance Time Costs

The Insurer agrees to pay the Company Court Attendance Time Costs in connection with a Claim notified under and covered by this Coverage Section, provided always that:

(a) the cover under this Extension is limited to the following amounts per day for which attendance at court has been required:

(i) for any person who was or is a Principal of the Company:
\$500

(ii) for any person who was or is an Employee of the Company:
\$250; and

(b) the Insurers total liability under this Extension shall be \$5,000 in the aggregate.

No Deductible Amount applies to this Extension.

3. Definitions

3.1 Act of Terrorism means:

(a) an act, including but not limited to, the use of force, violence and/or the threat of the use of force or violence, by any person or group(s) of persons, whether acting alone, on behalf of, or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
or

(b) any action taken in controlling, preventing, suppressing or in any way relating to anything in (a) above regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

3.2 Agent means any company, entity or natural person who has or had a written contract with the Organisation to perform Professional Services, but only in relation to the performance of Professional Services for or behalf of the Organisation.

3.3 Aircraft means any craft or thing made or intended to fly or move in or through the atmosphere or space.

3.4 Circumstance means any fact, matter or circumstance which gives rise to a Claim or Investigation or has the potential to give rise to a Claim or Investigation.

3.5 Claim means

(a) the receipt by the Insured of any written demand for civil compensation or civil damages or nonmonetary civil relief made against the Insured; or

(b) any originating legal or arbitral process, cross claim, counterclaim

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

or third party notice served

upon the Insured which contains a demand made against the Insured for civil compensation or civil damages or non-monetary civil relief, arising out of any act, error, failure to act, misstatement, misleading statement, neglect, breach of duty in the conduct of (including a failure to perform) the Professional Services.

3.6 Computer System means computer hardware, software, firmware, and the data stored on such computer hardware, software or firmware, as well as associated mobile devices, input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities, including SCADA and ICS systems.

3.7 Computer Virus means computer instructions placed on a Computer System without the owner or users knowledge or consent that are designed to harm the Computer System. Computer Virus includes malicious codes, malware, Trojan horses, worms and time or logic bombs.

3.8 Continuity Date means the date shown in Item 5. of the e Schedule.

3.9 Court Attendance Time Costs means the net daily salary payable and incurred by the Organisation in respect of a Principal or Employee where that person has been required to attend and attends court as a witness in connection with a Claim notified under and covered by this Coverage Section.

3.10 Cyber and Privacy Infringement Liability means civil liability arising out of:

- (a) any Internet content created or hosted by the Insured;
- (b) the Insureds infringement of any right to privacy;
- (c) the Insureds breach of confidence or misuse of confidential information held on its Computer System; and/or
- (d) the Insureds failure to prevent a party, other than an Insured, from unauthorised access to, use of or tampering with Computer Systems including:
 - (i) Hacker Attacks;
 - (ii) Computer Virus attacks;
 - (iii) Theft of Electronic Data; and
 - (iv) any inadvertent transmission by the Insured to a third party of any Computer Virus.

3.11 Defence Costs means reasonable legal and other professional fees, costs and expenses incurred by and with the prior written consent of the Insurer, not to be unreasonably withheld or delayed, that are incurred to defend or appeal a covered Claim.

3.12 Dishonesty means any dishonest and/or fraudulent act, error or failure to act of an employee not condoned by the Insured (whether expressly or implicitly) and that results in liability

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

of an Insured.

3.13 Documents means documents of any nature except money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or any other form of negotiable instrument, legally owned by a client of the Insured.

3.14 Emergency Defence Costs means Defence Costs but only where the prior written consent from the Insurer could not have been obtained.

3.15 Emergency Legal Representation Expenses means Legal Representation Expenses but only where the prior written consent from the Insurer could not have been obtained.

3.16 Employee means:

(a) each person who was, is or becomes employed by the Organisation in the ordinary course of the Professional Services and who is paid by the Organisation by way of salary or wages; or

(b) a volunteer working without fee or reward in the ordinary course of the Professional Services, provided that the performance of whose duties is subject to the direction and control of the Organisation.

3.17 Hacker Attack means the gaining of access to or use of any Computer Systems by a person not authorised to do so or in an unauthorised manner.

3.18 Internet means the worldwide public network of computer networks that enable the transmission of electronic data between different users.

3.19 Insured means:

(a) the Organisation; and

(b) each Principal, but only in respect of work performed in the capacity of a Principal of the Organisation; and

(c) each Employee, but only in respect of work performed in the capacity of an Employee of the Organisation; and

(d) the estate, heirs or legal representatives of each deceased or legally incapacitated Principal or Employee but only to the extent that such Principal or Employee would have been covered under this Coverage Section in the absence of such death or legal incapacity, as the case may be, and only in respect of work performed by the Principal or Employee in their capacity as a Principal or Employee of the Organisation; and

(e) the lawful spouse, domestic partner or de facto of each Principal or Employee but only to the extent that such Principal or Employee would have been covered under this Coverage Section, as the case may be, and only in respect of work performed by the Principal or Employee in their capacity as a Principal or Employee of the Organisation.

3.20 Intellectual Property means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts,

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

plant varieties, company business and any other trade secrets, domain names and inventions.

3.21 Investigation means a formal or official investigation, examination or inquiry before any duly constituted court or tribunal or other body having the power to compel the attendances of witnesses (including any hearing before any disciplinary body of any professional institution or association) against any Insured arising out of Professional Services other than any industry-wide investigation and/or routine supervision, inspection, compliance or similar review.

3.22 Joint Venture means any enterprise carried on in common by the Organisation with a third party or parties (not being an Insured under this Policy).

3.23 Legal Representation Expenses means the reasonable legal costs or related professional fees incurred by or on behalf of an Insured (but not including any remuneration of any Principal or Employee) with the prior written consent of the Insurer, not to be unreasonably withheld or delayed, directly in connection with an Insured co-operating with or being represented at an Investigation.

3.24 Loss means all amounts which an Insured becomes legally obligated to pay in respect of a Claim (including but not limited to any damages, judgments entered or settlements reached) and Defence Costs.

Loss does not include:

- (a) aggravated, punitive or exemplary damages; or
- (b) fines or penalties imposed by law; or
- (c) costs incurred by the Insured in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or
- (d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an Insured; or
- (e) any internal or overhead expenses of the Organisation or the cost of any Insureds time; or
- (f) taxes or sums payable in relation to taxes; or
- (g) any matters which are uninsurable under any applicable law or where the Claim is made; or
- (h) any liquidated damages which exceed actual damages.

3.25 Loss of Money means any theft, misappropriation or physical loss, damage or destruction of any money, bearer bond, coupon, stamp, bank note, currency note or negotiable instrument belonging to the Insured.

3.26 Pollutant means any contaminant, toxic, irritant or other matter or substance including but not limited to oil, smoke, vapour, soot, asbestos, asbestos-containing materials, fumes, fungi, acids, alkalis, any nuclear or atomic operation/facility,

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

any installation, reactor, assembly, component, device, any explosive, radioactive or other hazard material, chemicals, fuels and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3.27 Pollution means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

3.28 Principal means each director of the Organisation and includes each former Principal and each person who becomes a Principal during the Policy Period.

3.29 Professional Services means the following services provided by an Insured:

- (a) the advocacy and promotion of the Organisations objectives, area of focus or interest;
- (b) fund raising activities;
- (c) the registration, accreditation and training of members;
- (d) the publication of professional or technical standards, including journals and publications written by the Insured for or on behalf of members; or
- (e) organising and hosting events that promote the Organisations objectives, area of focus or interest.

Professional Services shall not include:

- (i) the provision of financial or investment advice;
- (ii) medical treatment, medical care or medical advice, counselling or health care services; or
- (iii) professional services for a fee, commission or remuneration (other than as set forth in paragraphs (a) through (e) above).

3.30 Relative means:

- (a) any legal spouse, domestic partner or de facto; or
- (b) any parent, or parent of the spouse, domestic partner or de facto; or
- (c) any sibling or child.

3.31 Retroactive Date means the date shown in Item 4. of the Schedule.

3.32 Theft of Electronic Data means the unauthorised taking or misuse of information by a third party (other than an Insured) that exists in electronic form, or which is in the course of transmission to or from a mobile or wireless device which is intended to interact with a Computer System, including account information, confidential information, proprietary information and personal information while stored in a Computer System maintained

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

by an Insured to reasonable security standards and back up procedures.

4. Exclusions

A. Exclusions Applicable to Section 3. (Definitions)

Certain defined terms in Section 3. (Definitions) of this Coverage Section contain exclusions that change, limit or reduce cover under this Coverage Section. The exclusions contained in those defined terms are listed below:

4.A.1 Documents

Documents (Definition Section 3.13) does not include money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or any other form of negotiable instrument, legally owned by a client of the Insured.

4.A.2 Investigation

Investigation (Definition Section 3.21) does not include any industry-wide investigation and/or routine supervision, inspection, compliance or similar review.

4.A.3 Legal Representation Expenses

Legal Representation Expenses (Definition Section 3.23) does not include any remuneration of any Principal or Employee.

4.A.4 Loss

Loss (Definition Section 3.24) does not include:

- (a) aggravated, punitive or exemplary damages; or
- (b) fines or penalties imposed by law; or
- (c) costs incurred by the Insured in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or
- (d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an Insured; or
- (e) any internal or overhead expenses of the Organisation or the cost of any Insureds time; or
- (f) taxes or sums payable in relation to taxes; or
- (g) any matters which are uninsurable under any applicable law or where the Claim is made; or
- (h) any liquidated damages which exceed actual damages.

4.A.5 Professional Services

Professional Services (Definition Section 3.29) does not include:

- (a) the provision of financial or investment advice;

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

(b) medical treatment, medical care or medical advice, counselling or health care services; or

(c) professional services for a fee, commission or remuneration other than as set forth in paragraphs 3.29 (a) through (e) in Section 3.29 (Definitions).

B. Exclusions Applicable to all Insuring Clauses

The Insurer will not cover the Insured or any other person for Loss resulting from any Claim, and Legal Representation Expenses arising from any Investigation or any other payment under this Coverage Section:

4.B.1 Assumed Liabilities and Duties

directly or indirectly caused by, arising out of or in any way connected with any actual or alleged liability assumed under any contract, agreement or understanding except to the extent that such liability would have attached to the Insured in the absence of such contract, agreement or understanding.

4.B.2 Financial Failure, Trading Debts and Insolvency

directly or indirectly caused by, arising out of or in any way connected with any:

(a) trading debt of an Insured; or

(b) guarantee or other undertaking or obligation in respect of such a debt, given by an Insured; or

(c) insolvency, liquidation, administration or receivership of an Insured.

4.B.3 Fraud, Dishonesty and Intentional Conduct

directly or indirectly caused by, arising out of or in any way connected with any Insured committing or condoning or allegedly committing or condoning any:

(a) dishonest or fraudulent act or failure to act; or

(b) any malicious, criminal or intentional breach of the law; or

(c) cartel or other anti-competitive conduct, or gaining any profit or advantage to which the Insured is not legally entitled.

4.B.4 Intellectual Property

directly or indirectly caused by, arising out of or in any way connected with the actual or alleged infringement of any Intellectual Property right.

4.B.5 Licencing Investigations

directly or indirectly caused by, arising out of or in any way connected with any investigation, examination, inquiry or prosecution relating to the Insured failing to be properly licenced, registered

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

or accredited to provide Professional Services as required by any law or regulation including industry codes or practice.

4.B.6 Managerial Liability

directly or indirectly caused by, arising out of or in any way connected with any actual or alleged breach by an Insured of a duty owed in the capacity of a director, secretary, trustee or officer.

4.B.7 Owners or Occupiers Liability

directly or indirectly caused by, arising out of or in any way connected with:

(a) the ownership, management, control or occupation of real property by or on behalf of the Insured for its own use; or

(b) the ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any watercraft, aircraft, motor vehicle or trailer.

4.B.8 Obligations to Employees

directly or indirectly caused by, arising out of or in any way connected with any breach of any legal obligation owed to any Employee arising out of or in the course of that Employees employment by the Organisation.

4.B.9 Pollution

directly or indirectly caused by, arising out of or in any way connected with Pollution or Pollutants.

4.B.10 Prior Matters

directly or indirectly caused by, arising out of or in any way connected with any:

(a) Claim first made or Investigation first commenced before the Policy Period;

(b) matter notified in whole or in part to the Insurer or any other insurer before the Policy Period; or

(c) Circumstance which was known to or ought reasonably to have been known to the Insured prior to the commencement of the Policy Period.

4.B.11 Products Liability

directly or indirectly caused by, arising out of or in any way connected with any goods manufactured, distributed, supplied, installed, treated, assembled or processed by or on behalf of any Insured.

4.B.12 Related Persons and Entities

brought or maintained by or on behalf of:

(a) any Insured or parent company of any Insured; or

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

(b) any entity within the same group of companies as the Insured;
or

(c) any person or entity who, at the time of the act, error or failure to act giving rise to the Claim is a Relative of any Insured or is controlled by a Relative of any Insured.

4.B.13 Sanctions

The Insurer will not be deemed to provide cover and the Insurer will not be liable to pay any Claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

4.B.14 War and Terrorism

directly or indirectly caused by, arising out of or in any way connected with or in consequence of:

(a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or

(b) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

4.B.15 Aviation

directly or indirectly caused by, arising out of or in any way connected with the ownership, operation or navigation of any Aircraft or hovercraft, or any product that is incorporated with the Insureds knowledge in an Aircraft which is connected with the safety, propulsion, navigation or flying capabilities of an Aircraft.

5. Conditions

5.1 Territorial Limits

This Coverage Section applies anywhere in the world except for any Claim and/or Investigation resulting from the conduct of Professional Services which occurred within the territorial limits of the United States of America or Canada and their territories or protectorates.

5.2 Jurisdictional Limits

Subject to General Condition 5.1 (Territorial Limits) and to the extent permitted by law, cover extends to Claims or Investigations anywhere in the world, except for Claims or Investigations:

(a) involving the application of the law of the United States of America or Canada or their territories or protectorates;
or

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

(b) brought in a court of law in the United States of America or Canada or their territories or protectorates; or

(c) arising out of the enforcement of any judgement, order or award made in any court of law in the United States of America or Canada or their territories or protectorates.

5.3 Retroactive Date

If a Retroactive Date is shown in Item 4. of the Schedule, this Coverage Section will not cover, and does not apply to, any Claim or Investigation where the Professional Services leading to such Claim or Investigation were or were alleged to have been provided or required to be provided, in whole or in part, before that Retroactive Date.

5.4 Severability

For the purposes of determining cover to a natural person Insured under this Coverage Section:

The Proposal will be construed as a separate proposal by each natural person Insured. No statements or particulars in the Proposal, and no fact pertaining to or information possessed by any natural person, will be imputed to any other natural person Insured.

For the purposes of determining cover to the Organisation under this Coverage Section:

(a) statements made or knowledge possessed by any past, present or future chief executive officer, chief financial officer, chief operating officer, managing director, chairman, managing partner, company secretary, chief legal officer or other senior personnel concerned in the management or control of that part of the Professional Services relevant to the act, error or failure to act the subject of the Claim; and/or

(b) imputation which arises by operation of law will be imputed to such Organisation.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023

Legal Services Exclusion Professional Liability

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

With respect to the Professional Liability Coverage Section

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

it is agreed that:

1.

Section 3. Definitions, is amended by deleting the second paragraph of

3.29 Professional Services
replacing it with the following:

Professional Services
shall not include:

(i)

the provision of financial or investment advice;

(ii)

the provision of legal advice or legal services;

(iii)

medical treatment, medical care or medical advice, counselling
or

health care services; or

(iv)

professional services for a fee, commission or remuneration
(other

than as set forth in paragraphs (a) through (e) above).

2.

Section 4. Exclusions, A.

Exclusions Applicable to Section 3. (Definitions) is
amended by deleting 4.A.5 Professional Services in its entirety
and replacing

it with the following:

4.A.5 Professional

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

Services

Professional Services (Definitions Section 3.29) shall not include:

(a)

the provision of financial or investment advice;

(b)

the provision of legal advice or legal services;

(c)

medical treatment, medical care or medical advice, counselling or health care services; or

(d)

professional services for a fee, commission or remuneration, other than as set forth in paragraphs (a) through (e) in Section 3.29 (Definitions).

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023.

D&O - Professional Services Exclusion - Absolute

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

It is agreed that Section 4. Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by deleting Exclusion 4.A.4 (Professional Services), in its entirety and replacing it with the following:

4.A.4 Professional Services

based upon, arising from or attributable to any actual or alleged act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, or breach of duty

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

committed, attempted or allegedly committed or attempted in the rendering of, or actual or alleged failure to render any professional services to a third party.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023

D&O - Not For Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

It is agreed that:

1. Section 3. Definitions, is amended by deleting 3.16 Insured Person, in its entirety and replacing it with the following:

3.16 Insured Person means any natural person who was, now is or shall be:

- (a) a Director or Officer of an Organisation;
- (b) a full time, part-time, temporary, casual or seasonal employee or any volunteer of an Organisation;
- (c) a trustee of an Organisation;
- (d) a Director of a corporate trustee or policy committee member of any superannuation fund established for the benefit of employees of an Organisation;
- (e) a member of a committee established by or approved by the board of directors of an Organisation whether under statute or otherwise (provided that such Organisation grants indemnification to such person).
- (f) a member of the management committee of an Organisation Insured Person shall not include an External Administrator.

2. Section 3. Definitions, is amended by deleting 3.32 Wrongful Act, in its entirety and replacing it with the following:

3.32 Wrongful Act means any act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust, breach of warranty of authority or breach of duty or Personal Injury Wrongful Act or Publishers Wrongful Act committed, attempted, or allegedly committed or attempted by:

- (a) with respect to Insuring Clause 1.1 (D and O Liability Coverage) and 1.2 (Company Reimbursement Coverage) only: an Insured Person, individually or otherwise, in their Insured Capacity or any matter claimed against such Insured Person by reason of serving in such

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

Insured Capacity; or

(b) with respect to Insuring Clause 1.4 (Organisation Liability Coverage) only: an Organisation; or

(c) with respect to Extension 2.16 (Pension Administration Liability) only: an Insured.

3. Section 3. Definitions, is amended by adding the following:
Publishers Wrongful Act means any:

(a) assertion or infringement of copyright, trade mark, service mark, design right or unauthorised use of title; or

(b) plagiarism or misappropriation of ideas.

4. Section 4. Exclusions, C. Exclusions Applicable to Insuring Clause 1.4 (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.1 (Contractual Liability), in its entirety and replacing it with the following:

4.C.1 Contractual Liability based upon, arising from or attributable to any written, oral, express or implied contract or agreement. This Exclusion shall not apply to Defence Costs.

5. Section 4. Exclusions, C. Exclusions Applicable to Insuring Clause 1.4 (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.2 (Assumed Liability), in its entirety and replacing it with the following:

4.C.2 Assumed Liability for liability of others assumed by any Insured under any written, oral, express or implied contract or agreement except:

(a) liability that would have attached to such Insured in the absence of such contract.

(b) to the Insurers obligation to advance Defence Costs in accordance with Extension 2.1 (Advancement of Costs and Expenses)

6. Section 4. Exclusions, C. Exclusions Applicable to Insuring Clause 1.4 (Organisation Liability Coverage) Only, is amended by deleting Exclusion 4.C.7 (Copyright), in its entirety and replacing it with the following:

4.C.7 Copyright

based upon, arising from or in consequence of any actual or alleged assertion or infringement of copyright, patent, service mark, trade name, design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right. This Exclusion shall not apply to a Claim for any Publishers Wrongful Act.

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

It is agreed that:

1. Section 3. Definitions, is amended by deleting 3.11 Insured Person, in its entirety and replacing it with the following:

3.11 Insured Person means any natural person who was, now is or shall be:

- (a) a Director or Officer of an Organisation;
- (b) a full time, part-time, temporary, casual or seasonal employee or any volunteer of an Organisation;
- (c) an Independent Contractor while acting in their capacity as such and only if the Organisation agrees to indemnify the Independent Contractor in the same manner as provided to the Organisations employees in the event of a Claim; or
- (d) a member of the management committee of an Organisation

Insured Person shall not include an External Administrator.

2. Section 4. Exclusions, B. Exclusions Applicable to All Insuring Clauses, is amended by deleting Exclusion

4.6 (Assumed Liability), in its entirety and replacing it with the following:
4.6 Assumed Liability

based upon, arising from or attributable to any actual or alleged liability of others, other than an Employee, assumed by an Insured under any contract except:

- (a) to the extent that such liability would have attached to the Insured even in the absence of such contract; or
- (b) to the Insurers obligation to advance Defence Costs in accordance with Extension 2.1 (Advancement of Defence Costs)

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023

Crime - Not for Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

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):

It is agreed that Section 2. Definitions, is amended by deleting 2.28 Subsidiary, in its entirety and replacing it with the following:

2.28 Subsidiary means any organisation whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any applicable law, regulation or by-law anywhere in the world and in which one or more Insureds:

- (a) controls the composition of the organisations board;
- (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 06th day of December 2023

KRE - Not For Profit Endorsement

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

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):

It is agreed that Section 3. Definitions, is amended by deleting 3.34 Subsidiary, in its entirety and replacing it with the following:

3.34 Subsidiary means any organisation whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any applicable law, regulation or by-law anywhere in the world and in which one or more Insureds:

- (a) controls the composition of the organisations board;
- (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Steadfast Taswide Insurance Brokers

AFSL 238451
ABN 24 092 613 664

In all other respects this Policy remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance
Australia Limited this 06th day of December 2023