

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO
TRANSLATION SERVICES AGREEMENT**

This Third AMENDMENT of the Translation Services Agreement is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Sandra L. Dejeux, DBA SD Translations (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about December 29, 2015, the Parties entered into the Translation Services Agreement, which was amended on or about April 1, 2016 and again amended on or about June 28, 2016, attached together hereto as Exhibit Three ("Prior Agreement") and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Prior Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

A. Section II, Sub Section B is amended as follows:

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$100,000.00 for all services provided during the term of this Agreement.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail.


III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

DBA SD Translations

Robert E. Hebert, County Judge



Sandra L. Dejeux

Date

interpreter/translator
Title

ATTEST:

8/11/16
Date

Laura Richard, County Clerk

Attachments:

Exhibit Three: Prior Agreement

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 SD Translations
 Richmond, TX United States

Certificate Number:
 2016-98195

Date Filed:
 08/11/2016

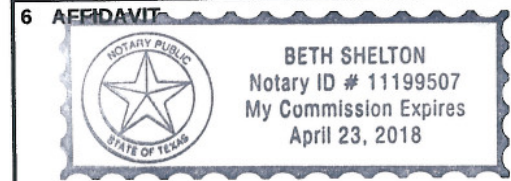
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23535
 Translations Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Sandra L. Dejeux
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sandra L. Dejeux, this the 11 day of August, 2014, to certify which, witness my hand and seal of office.

Beth Shelton Beth Shelton Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
TRANSLATION SERVICES AGREEMENT**

This Second AMENDMENT of the Translation Services Agreement is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Sandra L. Dejeux, DBA SD Translations (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about December 29, 2015, the Parties entered into the Translation Services Agreement, which was amended on or about April 1, 2016, attached together hereto as Exhibit Two ("Prior Agreement") and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Prior Agreement;
and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

A. Section II, Sub Section B is amended as follows:

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed ~~\$49,000.00~~ \$65,000.00.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge

June 28, 2016

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

DBA SD Translations

Sandra L. Dejeux

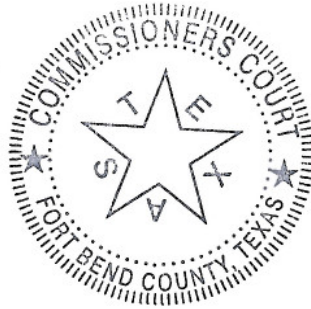
Sandra L. Dejeux

S.P. 6/16/2016 Interpreter

Title

6/16/2016

Date



Attachments:

Exhibit Two: Prior Agreement

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$65,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant

Robert Edward Sturdivant, County Auditor

Exhibit Two:
Prior Agreement

STATE OF TEXAS §
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COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
TRANSLATION SERVICES AGREEMENT**

This First AMENDMENT of the Translation Services Agreement is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Sandra L. Dejeux, DBA SD Translations (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about December 29, 2015, the Parties entered into the Translation Services Agreement attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

A. Section I, Sub Section B is amended as follows:

Contractor shall report for services to the Presiding Judge at the 434th District Court each Monday through Friday, at 8:30am unless otherwise directed by the Judge or his designee. Contractor shall remain on location as mutually agreed, but not less than 4 hours each reporting day. Effective April 1, 2016, Contractor shall report on a week-by-week basis as directed by the Presiding Judge at the 434th District Court.

B. Section III, Sub Section A, is amended as follows:

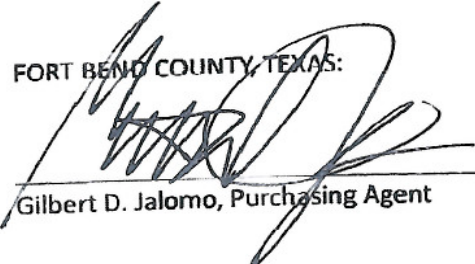
This Agreement is effective as of January 4, 2016 and shall terminate September 30, 2016.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.


FORT BEND COUNTY, TEXAS:



Gilbert D. Jalomo, Purchasing Agent

4-1-16
Date

CONTRACTOR



Sandra L. Dejeux, DBA SD Translations

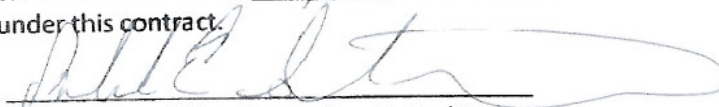
04-01-2016
Date

Attachments:

Exhibit One: Translation Services Agreement

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$~~60,000.00~~ ^{149,900.00} to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

i:\agreements\2016 agreements\purchasing\translator\translator amend ment.docx

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR TRANSLATION SERVICES BETWEEN
SANDRA L. DEJEUX, DBA SD TRANSLATIONS AND FORT BEND COUNTY**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Sandra L. Dejeux, DBA SD Translations (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional translation services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor is a Master Licensed Court Interpreter in the State of Texas and has represented that she is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

I. DUTIES AND OBLIGATIONS OF CONTRACTOR

- A. Contractor will provide licensed Spanish interpreter services for all civil or criminal courts located at the Fort Bend County Justice Center, 1422 Eugene Heimann Cir, Richmond, TX 77469. Services shall be provided for all proceedings upon request, and at the direction of any County Court at Law or District Judge. Services shall include proper and accurate interpretation of proceedings at hearings, appearance dockets, bench trials and jury trials. Services may also include translation of documents and other materials, as well as service to be provided to telephone callers.

- B. Contractor shall report for services to the Presiding Judge at the 434th District Court each Monday through Friday, at 8:30am unless otherwise directed by the Judge or his designee. Contractor shall remain on location as mutually agreed, but not less than 4 hours each reporting day.

II. CONSIDERATION

- A. As compensation for the services rendered by CONTRACTOR to COUNTY pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR in the amount of \$70 per hour of service provided.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$49,000.00.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

III. TERM

- A. This Agreement is effective as of January 4, 2016 and shall terminate March 31, 2016.
- B. This Agreement may be terminated at any time, for any reason, by either party, by giving thirty (30) days written notice to the other party.
- C. Provided further the terms and conditions of the Agreement shall remain in full force and effect unless COUNTY elects not to provide for the continuation of this Agreement in COUNTY's budget. In any event, either party may terminate this Agreement by giving thirty (30) days written notice of its intent to cancel said Agreement.

IV. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE CONTRACTOR'S RESPONSIBILITIES UNDER THIS AGREEMENT, CAUSED BY THE CONTRACTOR'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION; OR IS CAUSED BY THE JOINT NEGLIGENCE OF THE CONTRACTOR AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR AND OTHER PERSON OR ENTITY.

V. MISCELLANEOUS

- A. **This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.**
- B. **In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**
- C. **CONTRACTOR agrees that she will not knowingly or intentionally disregard or ignore any applicable Federal, State or local law, ordinance and/or code.**
- D. **The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.**
- E. **Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.**
- F. **Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party to the assignment.**
- G. **In the event that performance by CONTRACTOR of any of his duties or obligations hereunder shall become interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party will be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.**
- H. **This Agreement and any subsequent amendments hereto must be in writing and executed in duplicate by the parties. Each will be deemed an original, but both together will constitute one in the same instrument.**
- I. **This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written.**

VI. INDEPENDENT CONTRACTOR

- A. **In the performance of work or services hereunder, CONTRACTOR shall be deemed an independent contractor.**

- B. CONTRACTOR shall not, by performing work pursuant to this Agreement, be deemed to be an employee, agent or servant of COUNTY and shall not be entitled to any of the privileges or benefits of COUNTY employment.

VII. SUCCESSORS AND ASSIGNS

- A. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- B. CONTRACTOR shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of COUNTY.
- C. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY.

VIII. NOTICES

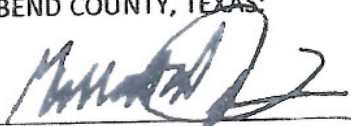
- A. For purposes of sending notice under the terms of this Agreement, all notices shall be sent by certified United States mail, or delivered by hand or by courier, and addressed as follows:

To COUNTY: Gilbert D. Jalomo
Fort Bend County Purchasing Agent
301 Jackson St., Suite 201
Richmond, Texas 77469

Copy to: Gilbert D. Jalomo
Fort Bend County Purchasing Agent
301 Jackson St., Suite 201
Richmond, Texas 77469

To CONTRACTOR: Sandra Dejeux, DBA SD Translations
2522 Texana Way
Richmond, TX 77406

FORT BEND COUNTY, TEXAS:

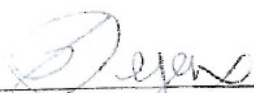


Gilbert D. Jalomo, Purchasing Agent

12-29-15

Date

CONTRACTOR



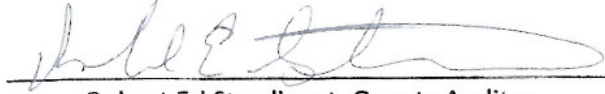
Sandra L. Dejeux, DBA SD Translations

12-24-2015

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 49,000.00 to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

EVIDENCE OF INSURANCE

Effected With

Certain Underwriters at Lloyd's, London

For the Specified Members of the American Translators Association (ATA) Risk Purchasing Group

Previous # New Business Auth. Ref. #: B0701L12465 Certificate # 1512ATA0020048
THIS EVIDENCE OF INSURANCE IS ISSUED TO THE SPECIFIED MEMBER PURSUANT AND SUBJECT TO THE MASTER POLICY ISSUED TO THE MASTER POLICYHOLDER. THIS EVIDENCE OF INSURANCE IS NOT THE POLICY, BUT MUST BE READ TOGETHER WITH THE MASTER POLICY, ANY ENDORSEMENTS ISSUED TO THE SPECIFIED MEMBER AND ANY OTHER ATTACHMENTS, APPLICATIONS, OR ADDITIONS TO THIS EVIDENCE OF INSURANCE, ALL OF WHICH SHALL FORM THE POLICY ISSUED TO THE SPECIFIED MEMBER BY CERTAIN UNDERWRITERS AT LLOYD'S, LONDON AND SET FORTH THE INSURANCE COVERAGE AFFORDED.

This document is to notify the Specified Member named below that the following insurance has been effected with certain Underwriters at Lloyd's London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy specified below (the "Master Policy") issued to the Master Policyholder.

The insurance is provided under the Master Policy and is in accordance with the terms of the Master Policy, a copy of which is attached hereto. The Original Master Policy may be inspected at the offices of the Master Policyholder. The respective name of and proportions underwritten by Underwriters can be ascertained from the office of the Master Policyholder.

- | | | | |
|-----|---------------------------------------|---|--|
| 1. | Name and Address of Specified Member: | SD Translations
2522 Texana Way
Richmond Texas 77406 | |
| 2. | Period of Insurance: | 1 January 2016 to 1 January 2017 | (Both days at 12:01 a.m. standard time, at the address above) |
| 3. | Specified Member's Profession: | Translator/Interpreter | |
| 4. | Limit of Liability: | \$1,000,000.00
\$1,000,000.00 | Each Claim including Claims Expenses
Aggregate for all Claims including Claims Expenses |
| 5. | Deductible: | \$1,000.00 | Each Claim including Claims Expenses |
| 6. | Premium: | \$622.00
Service Fee
VA Tax
VA Assessment Fee | \$100.00
\$16.24
\$0.18 |
| 7. | Retroactive Date: | 1 January 2016 | |
| 8. | Special Endorsements: | See attached Summary Page | |
| 9. | Notice Of Claim or Potential Claim: | Lloyd's Underwriters, c/o Hays Companies
1025 Thomas Jefferson Street, NW
Suite 425W
Washington, DC 20007 | |
| 10. | Service of Suit: | Wilson, Elser, Moskowitz, Edelman, & Dicker, LLP
150 East 42nd Street
New York, NY 10017
Attn: Martin M. Ween | |
| 11. | Association and Address: | American Translators Association (ATA) Risk Purchasing Group
225 Reinekers Lane
Suite 590
Alexandria, VA 22314 | |
| 12. | Master Policyholder and Address: | American Translators Association (ATA) Risk Purchasing Group
225 Reinekers Lane
Suite 590
Alexandria, VA 22314 | |

Date: 12/16/2015



HAYS AFFINITY
A Member of Hays Companies

SUMMARY PAGE

Special Endorsements:

Year 2000 Exclusion
NMA 2918 War and Terrorism Exclusion
NMA 1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (USA)
NMA 1477 Radioactive Contamination Exclusion Clause – Liability – Direct
LSW 1001 Several Liability Clause
HIPAA HITECH Endorsement PG
Tower Endorsement

Application Form signed and dated 10 December 2015 forms part of this policy

This Master Policy ("Policy") is issued in accordance with the limited authorization granted under Contract to the Correspondent by certain Underwriters at Lloyd's, London, whose names and proportions underwritten by them can be ascertained by reference to the said Contract which bears the Seal of the Lloyd's Policy Signing Office and is on file in the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified in the Declarations issued to the members of the American Translators Association (ATA) Risk Purchasing Group by endorsement hereon, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

TRANSLATORS PROFESSIONAL LIABILITY INSURANCE
issued to the
AMERICAN TRANSLATORS ASSOCIATION (ATA) PURCHASING GROUP
And
SPECIFIED MEMBERS OF THE
AMERICAN TRANSLATORS ASSOCIATION
(This Insurance is a Claims Made Policy)

Whereas the American Translators Association (ATA) Risk Purchasing Group (hereinafter called "ASSOCIATION") is a duly organized not-for-profit corporation with administrative offices in Virginia and the American Translators Association (hereinafter called "ATA") and each individual, firm, or corporation specified by endorsement hereon is a member of both the ASSOCIATION and ATA and has made a written application to Underwriters to participate in the insurance provided herein, which application contains statements that are the basis for this insurance, Underwriters, in consideration of the premium charged, agree to insure the said ASSOCIATION, ATA and Specified Members subject to the terms, conditions, limits and exclusions stated herein.

Underwriters do hereby agree with the Specified Member that in consideration of the payment of the premium stated in the Evidence of Insurance and the promise to pay the deductible as described herein, and in reliance upon the statements in the application and subject to the limit of liability of the insurance as set forth in the Evidence of Insurance and as defined herein, and the exclusions, conditions and other terms of the Policy, as follows:

I. COVERAGE

a. Coverage-Payment and Claims Made Provision

To pay on behalf of the Specified Member any Loss and Claim Expenses in excess of the Deductible amount and subject to the applicable Limit of Liability as the Specified Member shall become legally obligated to pay for Claim or Claims first made against the Specified Member during the Period of Insurance by reason of any Wrongful Act by an Specified Member, or by any person or subcontractor of the Named Specified Member for whose errors, omissions or breaches of duty the Specified Member is legally responsible, provided always that the Specified Member had no knowledge of such Wrongful Act prior to the Inception Date of this Certificate and further provided that such Wrongful Act took place subsequent to the Retroactive Date, if any, set forth in Item 7 of the Evidence of Insurance.

b. Defense of the Specified Member

To defend any Claims that are insured hereunder and pay Claims Expenses in excess of the deductible even if the allegations are false and fraudulent.

II. DEFINITIONS

Whenever used in this insurance, the following terms or words are defined as follows:

a) Period of Insurance

"Period of Insurance" shall mean the period from the Inception Date of this insurance to its Expiration Date as set forth in Item 2 of the Evidence of Insurance or its earlier termination date, if any.

b) Specified Member

"Specified Member" or "Specified Members" shall mean:

- 1) The Specified Member as designated in Item 1 of the Evidence of Insurance;
- 2) Any partner, executive officer, director or employee of the Specified Member while acting within the scope of their duties on behalf of the Specified Member;
- 3) Any former partner, executive officer, director or employee of the Specified Member while acting within the scope of their duties on behalf of the Specified Member;
- 4) The estate, the heirs, assigns or legal representatives in the event of death or incompetency of any individual Specified Member under this insurance.
- 5) the Master Policyholder, but only to the extent coverage is afforded pursuant to Section VIII Conditions p) of this Insurance

c) **Claim**

"Claim" shall mean a demand received by the Specified Member for compensation of damages, including the service of suit or institution of arbitration proceedings against the Specified Member.

d) **Loss**

"Loss" shall mean a monetary judgement award or settlement for damages including an award by a court of reasonable attorney's fees and costs to a party making Claim, but does not include fines, penalties or any matter uninsurable under the Law pursuant to which this insurance will be construed, nor the return of fees or charges for the services rendered or to be rendered.

e) **Wrongful Act**

"Wrongful Act" shall mean any negligent act, error or omission in rendering or failing to render professional services in the business of Translating and/or Interpreting including, but not limited to, the editing, typesetting, desk top publishing, printing and proof-reading of a document, and computer software localization, which the Specified Member has translated from one language to another and shall include "Personal Injury" as defined in this insurance in connection with the performance by the Specified Member of such professional services.

f) **Claims Expenses**

Claim Expenses shall mean (1) fees charged by an attorney designated by Underwriters with the consent of the Specified Member, which consent shall not be unreasonably withheld, and (2) all other fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a Claim if incurred by Underwriters or an attorney designated by Underwriters, or by the Specified Member with the written consent of Underwriters. However, "Claim Expenses" does not include salary charges of regular employees or officials of Underwriters nor salary or wages of the Specified Member, nor any fees, costs, or expenses incurred with respect to any criminal proceedings or actions against a Specified Member.

g) **Personal Injury**

"Personal Injury" shall mean the following:

- 1) libel, slander, or defamation;
- 2) invasion of privacy;
- 3) false arrest, imprisonment, detention or imprisonment;
- 4) wrongful entry, eviction or other invasion of private occupancy;
- 5) malicious prosecution.

III. **CLAIMS MADE EXTENSION CLAUSE**

If during the Period of Insurance, the Specified Member first becomes aware of any specific and identifiable Wrongful Act and during the Period of Insurance gives written notice to Underwriters of:

- a) the specific Wrongful Act; and
- b) the damage which has or may result from such Wrongful Act; and
- c) the circumstances by which the Specified Member first became aware of such Wrongful Act:

then any Claim that is subsequently made against the Specified Member arising out of such Wrongful Act shall be deemed for the purposes of this insurance to have been made against the Specified Member during the Period of Insurance.

IV. EXCLUSIONS

This insurance does not apply either directly or indirectly to any Claim and Claim Expenses

- a) Based upon or arising out of any dishonest, criminal, fraudulent, malicious or intentional Wrongful Acts, errors or omissions committed by or at the direction of the Specified Member, HOWEVER this exclusion shall not apply to the providing by Underwriters of a defense to Claims for Personal Injury arising from the performance by the Specified Member of professional services as a Translator or Interpreter, nor to any Damages payable as to such Claims unless there has been a judgment or other final adjudication adverse to the Specified Member which establishes that the Wrongful Act was in fact dishonest, fraudulent, criminal, or deliberately wrongful. Any dishonest, fraudulent, criminal, or deliberately Wrongful Act of one Specified Member shall not be imputed to any other Specified Member for the purpose of determining the applicability of the Exclusion.
- b) For liability arising out of the Specified Member's services and/or capacity as:
 - 1) an officer, director, partner, trustee, or employee of a business enterprise not named in the Declaration or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust;
 - 2) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, or any other employee benefit plan.
- c) Made by any business enterprise that is operated, managed or owned in whole or in part, by the Named Specified Member or its parent company or any affiliated, subsidiary or associate company.
- d) Arising out of infringement of patent, copyright or trademark.
- e) For bodily injury, sickness, disease or death of any person, or for emotional distress, mental anguish, or other similar injury or damage: or destruction of any tangible property, however, this exclusion shall not apply to the bodily injury or destruction of any tangible property, including the Loss of use thereof as a direct result of a covered Wrongful Act.
- f) Based upon or arising out of discrimination with respect to a violation of any municipal, State or Federal Civil Rights law, regulation or ordinance.
- g) Based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar state or federal statute and any regulation or order issued pursuant to any of the foregoing statutes, unless endorsed hereon.
- h) For the liability of others assumed by the Specified Member under any oral or written contract or agreement, unless such liability would have attached to the Specified Member even in the absence of such agreement.
- i) Based upon the Specified Member's failure to procure or maintain adequate insurance or bonds; any Claim arising out of the Specified Member's failure to comply with any law with respect to the Specified Member's employees concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits or any similar law.
- j) Based upon the Employee Retirement Income Security Act of 1974 or similar provisions of any Federal, State or local statutory law or common law.
- k) For actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder.
- l) Based upon assertions, allegations, causes of action or demands whatsoever by or on behalf of an Specified Member or Specified Members under this insurance against another Specified Member or Specified Members hereunder.
- m) Based upon the actual or alleged performance or the failure to perform by the Specified Member of any professional services as an attorney, or the actual or alleged performance or failure to perform any professional services as an attorney by any person or entity retained or employed by the Specified Members.
- n) Due to, based upon or arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving seepage, pollution or contamination of any kind.

V. WAIVER OF EXCLUSIONS AND CONDITIONS

Whenever coverage under any provision of this insurance would be excluded, suspended or lost;

- a) because of any exclusion relating to dishonest, criminal, fraudulent, malicious or intentional **Wrongful Acts** or omissions by an **Specified Member** and with respect to which any other **Specified Member** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- b) because of non-compliance with any condition relating to giving of notice to Underwriters with respect to which any other **Specified Member** shall be in default, solely because of the default or concealment of the default by any other **Specified Member** responsible for the **Loss** or damage otherwise **Specified Member** hereunder;

Underwriters agree that such insurance as would otherwise be afforded under this insurance shall continue in effect with respect to each and every **Specified Member** who did not personally commit or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts or omissions described in any such exclusion or condition; provided that if the condition be one with which such **Specified Member** can comply, after receiving knowledge thereof, the **Specified Member** entitled to the benefit of this Waiver of Exclusions and Conditions shall comply with such condition promptly after obtaining knowledge of the failure of any other **Specified Member** or employee to comply therewith.

VI. LIMITS OF LIABILITY

a) Deductible

The deductible amount stated in the Declaration shall be paid by the **Specified Member** and shall apply to each **Claim** and shall include **Claim Expenses**.

b) Multiple Claims

One or more **Claims** based upon or arising out of the same **Wrongful Act** or interrelated **Wrongful Acts** by one or more of the **Specified Members** shall be considered a single **Claim**

c) Limit of Liability

Subject to the foregoing, Underwriters' total liability for **Loss** including **Claim Expenses** resulting from all **Claims** first made against the **Specified Member** during the **Period of Insurance** shall not exceed the amount stated in the Declaration as "Limit of Liability," regardless of the time when such payment is made. The inclusion of more than one **Specified Member** hereunder shall not operate to either increase the amount of the applicable deductible nor the amount of Underwriters' limit of liability. The limit of liability shall be excess of the deductible amount.

d) Exhaustion of Limits of Liability

Underwriters will not be liable to pay any **Loss** or **Claim Expenses** or continue the defense of any **Claim**, after the **Limit of Liability** has been exhausted.

e) Allocation of Claim Expenses

In the event that any portion of a **Claim** does not come within the coverage afforded by this insurance, Underwriters shall be entitled to an allocation of **Claim Expenses** incurred on behalf of the **Specified Member** based upon the ratio of the number of counts, causes of action or allegations for which coverage is afforded under this insurance as compared to the number of such counts, causes of action or allegations which are not within the scope of coverage. Underwriters shall not be required or obligated to pay that portion of **Claim Expenses** allocated to those counts, causes of action, or allegations which are not within the scope of coverage herein.

VII. TERRITORY

The insurance afforded applies worldwide, provided that suit is brought or **Claim** is made within the United States, its territories and possessions or Canada.

VIII. CONDITIONS

a) Specified Member's Duties In the Event of Claim, Arbitration or Suit

- 1) In the event of any **Claim** made against the **Specified Member**, written notice containing particulars sufficient to identify the **Specified Member** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and any available witnesses, shall be given by or for the **Specified Member** to the firm named on Item 9 of the Declaration as soon as practicable.

- 2) If arbitration proceedings are instituted or suit is brought against the **Specified Member**, the **Specified Member** shall immediately forward to the firm named in Item 9 of the Declaration every demand, notice, summons or other process received by him or his representative.

b) Assistance and Cooperation of the Specified Member

The **Specified Member** shall cooperate with Underwriters and their representatives and upon Underwriters' request shall submit to examination and interrogation by a representative of Underwriters, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to Underwriters' representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to Underwriters. The **Specified Member** shall further cooperate with Underwriters and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the **Specified Member** may have. The **Specified Member** shall not, except at their own cost, make any payment, admit any liability, settle any Claims, assume any obligation or incur any expense without the written consent of Underwriters.

c) Settlement of Claim

Underwriters shall not settle any Claim without the consent of the **Specified Member**. If, however, the **Specified Member** shall refuse to consent to any settlement recommended by Underwriters and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then Underwriters' liability for the Claim shall not exceed the amount for which the Claim could have been so settled plus Claim Expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of Clause VI, Limits of Liability.

d) Audit

Underwriters may examine and audit the **Specified Member's** books and records at any time during the Period of Insurance and after the final termination of this insurance, as far as they relate to the subject matter of this insurance.

e) Subrogation

In the event of any Claim or payment under this insurance, Underwriters shall be subrogated to the extent of such payment to all rights of recovery therefore, and the **Specified Member** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable Underwriters to effectively bring suit in the name of the **Specified Member**. The **Specified Member** shall do nothing after Claim is made against them to prejudice such rights. Any recovery shall first be paid to Underwriters to the extent of any Loss or Claim Expenses paid by Underwriters with the balance paid to the **Specified Member**. However, no subrogation shall be had against any **Specified Member** unless such **Specified Member** is excluded from coverage by reason of Exclusion IV(a).

f) Other Insurance

This insurance shall be excess insurance over any other valid and collectable insurance available to the **Specified Member** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limit of liability provided in this insurance.

g) Cancellation

This insurance may be canceled by the **Specified Member** set forth in Item 1 of the Evidence of Insurance by surrender thereof to Underwriters or by mailing written notice stating when thereafter such cancellation shall be effective. If cancelled by the **Specified Member**, Underwriters shall retain the earned portion of the premium and return the unearned portion to the Named **Specified Member**. This insurance may also be cancelled, with or without the return by tender of the unearned premium by or on behalf of Underwriters by delivering to the **Specified Member** at the address set forth in Item 1 of the Evidence of Insurance or by sending to the Named **Specified Member** by mail, registered or unregistered at the address set forth in Item 1 of the Evidence of Insurance not less than thirty (30) days [or ten (10) days in the event of non-payment of premium] written notice stating when the cancellation shall be effective, and in such case Underwriters shall refund the paid premium less the earned portion thereof on demand. For the purpose of this insurance, notice of cancellation given to the **Specified Member** by Underwriters or given to the Underwriters by the **Specified Member** pursuant to this paragraph shall be deemed to be notice to all **Specified Members** herunder.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

h) Extension of Certificate Period

In the event of cancellation or non-renewal of this insurance in its entirety by Underwriters, this insurance may be extended for a period of a year, for an additional premium to be determined, for Claims first made against the Specified Member during the said extension period provided:

- 1) The Wrongful Act giving rise to such Claim is committed or alleged to have been committed prior to the effective date of the cancellation or the original expiry date, whichever is applicable, and which would be otherwise Specified Member by this insurance; and
- 2) Written notice of the exercise of this option is given by the Named Specified Member in Item 1 of the Declaration to Underwriters within ten (10) days after the effective date of cancellation or non-renewal; and
- 3) Such additional period shall be deemed part of the expiring Period of Insurance and not an addition thereto; and
- 4) For purposes of such additional period, coverage shall be applicable only with respect to Claims first made against the Specified Member during such additional period. The provisions of Clause III of this insurance shall not be applicable to such additional period; and the quotation of a renewal premium higher than the expiring premium or a change in other terms or conditions shall not be deemed to be a cancellation or non-renewal by Underwriters.

i) **Action Against Underwriters**

No action shall lie against Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this insurance, nor until the amount of the Specified Member's obligation to pay shall have been finally determined either by judgment against the Specified Member after actual trial or by written agreement of the Specified Member, the Claimant and Underwriters.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this insurance to the extent of the insurance afforded by this insurance. No person or organization shall have any right under this insurance to join Underwriters as a party to any action against the Specified Member to determine the Specified Member's liability, nor shall Underwriters be impleaded by the Specified Member or his legal representative. Bankruptcy or insolvency of the Specified Member or of the Specified Member's estate shall not relieve Underwriters of any of their obligations hereunder.

j) **Assignment**

No assignment of interest under this insurance shall bind Underwriters unless their prior written consent is endorsed hereon.

k) **Changes**

Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance nor stop Underwriters from asserting any rights under the terms of this insurance, nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by an authorized representative of Underwriters.

l) **Application**

By acceptance of this insurance, the Specified Members agree that the statements in the application are personal representations, that they shall be deemed material and that this insurance is issued in reliance upon the truth of such representations and that this insurance embodies all agreements existing between the Specified Members and Underwriters or any of their agents relating to this insurance.

m) **False or Fraudulent Claims**

If any Specified Member shall commit fraud in proffering any Claim as regards amount or otherwise, this insurance shall become void as to such Specified Member from the date such fraudulent Claim is proffered.

n) **Service of Suit**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount Claimed to be due hereunder, Underwriters hereon at the request of the Specified Member, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Wilson, Elser, Moskowitz, Edelman & Dicker, 150 East 42nd Street, New York, New York 10017, USA, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of an Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Specified Member** to give a written undertaking to the **Specified Member** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Specified Member** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

o) **Currency**

It is understood and agreed that all amounts used herein are in United States Currency, and that premium shall be paid and all Losses shall be adjusted and paid in United States Currency.

- p) Neither the Association specified in Item 11 of the Evidence of Insurance nor the American Translators Association (ATA) Risk Purchasing Group, as the **Master Policyholder** specified in Item 12. of the Evidence of Insurance, shall have the right of indemnity or defense hereunder except as an Additional Insured for **Claims** arising out of any **Wrongful Act** committed or alleged to have been committed by a **Specified Member** as defined in DEFINITIONS b 1), 2) and 3) which arises solely out of the conduct of the **Specified Member** (as defined in DEFINITIONS b 1), 2) and 3) in performing services as a Translator.

YEAR 2000 Exclusion

Exclusions IV. has been amended. This policy does not cover any Loss, damage, cost, Claim or expense, whether preventative or otherwise, of any nature whatsoever, directly or indirectly caused by or related to:

- a.) the calculation, comparison, sequencing, or processing of data involving the date change prior, during or after the Year 2000, or any other date change including leap year calculations, by any computer system, hardware program or software and/or any microchip, integrated circuit or similar device in any computer related equipment such as calculators, microcontrollers, personal digital assistants and like equipment, whether the property of the Specified Member or not; or

- b.) any change or modification involving the date change prior, during and after the year 2000, or any other date change including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in any computer equipment, such as calculators, microcontrollers, personal digital assistants and like equipment.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any Loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01

NMA2918

NUCLEAR INCIDENT EXCLUSION CLAUSE- LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an Specified Member under the Policy is also an Specified Member under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Specified Member under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Specified Member is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Specified Member or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Specified Member; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Specified Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Specified Member at the premises where such equipment or device is located

consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
NMA1256

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE — LIABILITY —
DIRECT**

(Approved by Lloyds' Underwriters' Non-Marine Association)

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause —Liability — Direct) to liability insurances
affording worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel; or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A. 1477

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94
LSW1001 (Insurance)

Specified Member: SD Translations
Period of Insurance: 1 January 2016 12:01am to 1 January 2017 12:01am
Amendatory Endorsement Effective Date: 1 January 2016 12:01am
Attaching to and forming part of Certificate#: 1512ATA0020048

HIPAA/HITECH Endorsement

It is understood and agreed that, in consideration for the premium charged and notwithstanding the definition of **Loss**, the Underwriters agree, subject to the aggregate limit of liability and the per **Claim** deductible set forth below and to all other coverage considerations, to pay the following if based on violations and breaches of the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and/or the regulations promulgated under said statutes relating to Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI") , but only if such violations or breaches arise from a **Wrongful Act** committed or alleged to have been committed by the **Specified Member**, or from the handling of PHI and ePHI of the **Specified Member's** own personnel:

1. those fines and penalties specified in HIPAA and HITECH as assessed against the **Specified Member**, or assessed against third parties who make claim on the **Specified Member** for indemnification or contribution for such fines or penalties; and
2. those costs incurred in complying with notification, record keeping and audit requirements under HIPAA and HITECH after discovery of breaches or violations of HIPAA and/or HITECH and as required by the United States Department of Health and Human Services pursuant to said statutes and/or the regulations promulgated thereunder, or as required of the **Specified Member** pursuant to the terms of a written Business Associate Contract entered into by the **Specified Member** with respect to the rendering or failure to render professional services in the business of Translating and/or Interpreting for others, giving rise to the violations or breaches.

For purposes of this endorsement only, the definition of **Claim** shall be amended to read as follows:

3. **Claim**: The unqualified word "**Claim**" whenever used in this Policy shall mean a written demand for money or services, including the service of suit upon the **Specified Member** or the institution of arbitration proceedings against the **Specified Member** and shall also include the notice of investigation, audit and/or assessment of fines or penalties by the United States Department of Health and Human Services in connection with violations of or breaches under HIPAA and/or HITECH.

The coverage set forth above shall be subject to an aggregate limit of liability and the per **Claim** deductible as stated below regarding all **Claims** for, based upon, or arising out of violations and/or breaches by the **Specified Member** of the privacy and security provisions of HIPAA and HITECH and the regulations promulgated thereunder arising from a **Wrongful Act** committed or alleged to have been committed by the **Specified Member**, which aggregate limit of liability shall be part of and not in addition to the aggregate limits of liability set forth in the Evidence of Insurance.

Aggregate Limit of Liability and Per Claim Deductible Under This Endorsement

Aggregate Limit of Liability for all Claims :	<u>\$10,000</u>
Deductible per Claim , including Loss and Claim Expenses:	\$1,000.00

All other terms and conditions remain unchanged.

Attaching to and forming part of Certificate Number 1512ATA0020048

Amendatory Title **HIPAA HITECH Endorsement PG**

BY: _____



HAYS AFFINITY SOLUTIONS
A MEMBER OF HAYS COMPANIES
(HIPAA/HITECH-ATA PG)

TOWER ENDORSEMENT

It is hereby understood and agreed that, in consideration for the premium charged and subject to all other coverage considerations, the following additional coverages are added to the Policy to which this Endorsement is attached, provided however that the limits of indemnity set forth in each of the coverages is the most We will pay under each of such coverages and the most We will pay in the aggregate for all coverages set forth in this Endorsement is \$30,000, which aggregate limit of indemnity is included within and is not in addition to the aggregate limit of liability for all coverages set forth in Item 4 of the Evidence of Insurance.

A. Contractual Travel Indemnity Cover

Subject to the limits of indemnity set forth below, We will indemnify the **Specified Member** for the **Contractual Financial Obligation** the **Specified Member** becomes obligated to pay to an officer, director, or, employee in excess of any other insurance coverage, contribution, or indemnification available to the **Specified Member** and/or to the officer, director, or employee, where such obligation is based on or arises out of any written contract or manual requiring the **Specified Member** to indemnify the officer, director, or employee for **Injury or Accidental Death** sustained while traveling on a common carrier for **Your** business during the policy period.

For the purposes of the **Contractual Travel Indemnity Cover** set forth above:

Accidental Death means the loss of life due to physical injury to an officer, director, or employee of the **Specified Member** caused by violence, fracture, or an accident occurring while traveling on a common carrier for **Your** business during the policy period, provided that the loss of life takes place no later than one hundred eighty (180) days after the expiration date or the effective date of cancellation of the Policy.

Injury means:

1. Physical damage to the body caused by violence, fracture, or an accident;
2. Accidental loss of limbs or multiple fingers;
3. **Permanent** total loss of sight, speech or hearing caused by violence, fracture, or an accident.

Contractual Financial Obligation means a sum that the **Specified Member** is required to pay to satisfy its obligations under a written contract or manual which has a binding effect on the **Specified Member**.

Permanent means lasting more than 12 months and at the end of that time being without prospect of improvement.

The limit of indemnity for this **Contractual Travel Indemnity Cover** is **\$25,000** for all **Contractual Financial Obligation** combined for the **Policy Period**. No deductible applies to this **Contractual Travel Indemnity Cover**.

No coverage shall be afforded and no amounts shall be payable pursuant to the **Contractual Travel Indemnity Cover** if the cause of the **Injury or Accidental Death** was:

1. An intentional act by or at the direction of the **Specified Member**;
2. An act of suicide or attempted suicide;
3. An act of war or Act of Terrorism as defined in Section C. below; or
4. Any disease process, whether sudden, slow, or degenerative.

B. Loss of Key Individual Replacement Expenses

We will indemnify the **Specified Member** for its **Ascertained Net Loss** up to the limit of indemnity set forth below if the Chief Executive Officer of the **Specified Member** suffers an accidental injury during the policy period which results in the death of the Chief Executive Officer during the policy period. No deductible applies to this coverage.

For the purposes of the **Loss of Key Individual Replacement Expenses** coverage set forth above:

Ascertained Net Loss means additional irrecoverable **Replacement Expenses** directly incurred by the **Specified Member** independently of any other cause less any savings the **Specified Member** is able to obtain in mitigation of the loss.

Replacement Expenses means:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up and employment contract.

The aggregate limit of indemnity for this **Loss of Key Individual Replacement Expenses** coverage is **\$5,000** for all **Ascertained Net Loss** for the **Policy Period**. No deductible applies to this **Loss of Key Individual Replacement Expenses** coverage .

C. **Terrorism Travel Reimbursement**

We will, subject to the limit of indemnity set forth below, indemnify the **Specified Member** for the **Specified Member's** obligation to reimburse any present director or officer for **Emergency Travel Expenses** incurred by such director or officer during the policy period as the result of an **Act of Terrorism** taking place during the policy period. The aggregate limit of indemnity for this coverage is **\$25,000** for all **Emergency Travel Expenses** incurred by all such directors and officers for the **Policy Period**. No deductible applies to this coverage.

For the purposes of the **Terrorism Travel Reimbursement** coverage set forth above:

Act of Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. An **Act of Terrorism** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

Notwithstanding the above, We will not indemnify the **Specified Member** for any **Emergency Travel Expenses** arising out of or attributable to an **Act of Terrorism** involving the use or release, or the threat of use or release of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

Emergency Travel Expenses mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of an **Act of Terrorism**; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to an **Act of Terrorism**;

D. **Travel Delay Reimbursement**

We will, subject to the limit of indemnity set forth below, indemnify the **Specified Member** for its obligation to reimburse any present Chief Executive Officer of the **Specified Member** for any **Non-Reimbursable Travel Delay Expenses** the Chief Executive Officer incurs as a result of the cancellation of any regularly scheduled business travel on a common carrier. The aggregate limit of indemnity for this coverage is \$1,500 for all **Non-Reimbursable Travel Delay Expenses** incurred by all Chief Executive Officers during the policy period.

For the purposes of the **Travel Delay Reimbursement** coverage set forth above:

Non-Reimbursable Travel Delay Expenses means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, which are not otherwise reimbursable by the carrier or any other, entity or insurer and for which the Chief Executive Officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and
4. Emergency prescription and non-prescription drug expenses.

No coverage shall be afforded and no amounts shall be payable pursuant to the **Travel Delay Reimbursement** if the cancellation is as a direct result of an **Act of Terrorism**.

E. Reimbursement for **Bodily Injury and Property Damage to Personal Property** due to Assault

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for those amounts the **Specified Member** becomes obligated to pay to an officer, director, or employee of the **Specified Member** for medical expenses as to **Bodily Injury and Property Damage to the Personal Property** of such officer, director, or employee sustained as a result of a physical assault on the officer, director, or employee taking place during the policy period at the **Premises of the Specified Member**, or while the officer, director, or employee is traveling to or from the **Premises of the Specified Member**, and which assault is reported to Us within forty-eight (48) hours after the assault took place.

For the purposes of the Reimbursement for the **Bodily Injury and Property Damage to Personal Property** due to Assault coverage set forth above:

Bodily Injury means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any officer, director, or employee of the **Specified Member**, which occurs during the **Policy Period**, including death arising directly from any of these at any time.

Premises means the physical premises owned, leased, or rented by the **Specified Member** for the conducting of its business.

The aggregate limit of indemnity payable to all directors, officers and employees of the **Specified Member** as a result of all such physical assaults taking place during the **Policy Period** for all **Bodily Injury** due to Assault is \$10,000 and the aggregate limit of indemnity for all **Property Damage to Personal Property** due to Assault is \$2,000. No deductible applies to this coverage.

F. Conference Cancellation Costs Reimbursement

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for **Conference Cancellation Costs** incurred and paid by the **Specified Member** and not otherwise reimbursed, for a canceled conference that an employee of the **Specified Member** was scheduled to attend during the policy period at the request and on the business of the **Specified Member**, but this coverage shall only be afforded if:

1. the cancellation was due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference; and
2. the employee registered for the conference at least thirty (30) days prior to the cancellation; and
3. The cancellation was ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

For purposes of the **Conference Cancellations Costs Reimbursement** coverage set forth in 2. above;

Conference Cancellation Costs means:

1. Deposits for hotel, airline, rental car and other similar charges that were forfeited as a result of the cancellation;
2. Registration fees and charges for such conferences that were forfeited as a result of the cancellation;
3. Any other deposits, prepayments, or charges incurred by the employee of the **Specified Member** as a result of such cancellation, including but not limited to baby sitters, day care and fees for suspension of services, but only if such amounts would otherwise be reimburseable by the **Specified Member**.

The aggregate limit of indemnity for this **Conference Cancellation Cost Reimbursement** coverage is **\$1,000** for all business-related conference expenses incurred for all cancelled conferences at which the employees of the **Specified Member** were to attend during the policy period. No deductible applies to this coverage.

G. Temporary Meeting Space Reimbursement and Emergency Real Estate Consulting Fee

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for

1. The cost of rental of meeting space necessitated by the temporary unavailability for up to one week of the insured's primary location due to the failure of a climate control system, or leakage of a hot water heater during the policy period, but this coverage shall only apply if the scheduled meeting was with parties who are not insured under this policy. The aggregate limit of indemnity for this coverage is **\$10,000** for all costs of rental of meeting space as to all instances of temporary unavailability of the **Specified Member's** primary location during the policy period. No deductible applies to this coverage.
2. Reasonable realtor's fee or real estate consultant's fee incurred due to the need of the **Specified Member** to relocate its primary place of business from the principal location set forth in the Declarations as a direct result of the **Unforeseeable Destruction** of the **Specified Member's** primary location during the policy period. The aggregate limit of insurance for this coverage is **\$5,000** for all reasonable realtor's fees and real estate consultant's fees incurred by the **Specified Member** due to all **Unforeseen Destructions** of the principal location of the **Specified Member** during the policy period. No deductible applies to this coverage.

For purposes of the **Emergency Real Estate Consulting Fee** coverage set forth in 2. above:

Unforeseeable Destruction means the accidental and unpredictable destruction, or the long term or permanent rendering as unusable and uninhabitable for any purposes, of the principal

location of the **Specified Member**. **Unforeseeable Destruction** shall not include any destruction or the rendering as unusable or uninhabitable of the principal location of the **Specified Member** as a result of any intentional or grossly negligent acts of the **Specified Member** or its officers, directors, or employees, nor due to any nuclear incident, accident, war, **Act of Terrorism** or other nuclear event. The term "long term" shall mean for the purposes of this definition any period longer than six months.

H. Identity Theft Expense

We will, subject to the limits of indemnity set forth below, reimburse the **Specified Member** for **Identity Theft Expense** the **Specified Member** becomes obligated to pay to its directors, officer, or employees as a result of any **Identity Theft** committed against such directors, officers, or employees while they were acting in their positions and on behalf of the **Specified Member**, provided such **Identity Theft** (1) is first discovered by the **Specified Member** or its officers, directors or employees and is reported to **Us** as soon as practicable during the policy period, but in no event later than ten (10) days of the discovery by the **Specified Member** of the **Identity Theft** and (2) the **Identity Theft** took place subsequent to the effective date of the **Specified Member's** first policy with **Us**.

For purposes of the **Identity Theft Expense** coverage set forth above:

Identity Theft means the acquisition by fraud or other means of the private identifying information for the **Specified Member's** officers, directors, or employees and the use of such identifying information for financial gain or other purposes.

Identity Theft Expense means those expenses incurred as a direct result of **Identity Theft** for the following:

1. the cost of obtaining up to twelve (12) credit reports obtained within twelve (12) months of the discovery of the **Identity Theft** for purposes of determining and restoring credit ratings;
2. fees incurred in reapplying for loans, grants and other credit vehicles that were rejected solely as a result of the **Identity Theft** to which this Endorsement applies;
3. costs incurred in reporting the **Identity Theft** to applicable authorities, agencies, creditors, stores and other persons and entities, including telephone charges, postage, notarization fees, local travel expenses if personal appearance is required and duplication costs;
4. actual wages lost by the officer, director, or employee as a result of time away from work reasonably and necessarily required to take steps in order to correct and repair the results of the **Identity Theft**, including reimbursement for lost paid vacation and personal days used to take such steps;
5. fees and costs charged by an attorney retained by the officer, director, or employee with **Our** approval for purposes of defending any action or removing any judgment or award resulting directly from the **Identity Theft**; and
6. The cost of replacing any personal documents or other materials, including but not limited to passports, driver's licenses and credit and identification cards, which are lost or rendered unusable due directly to the **Identity Theft**.

The aggregate limit of indemnity for this coverage is **\$15,000** for all **Identity Theft Expense** the **Specified Member** becomes obligated to pay to any and all of its officer, directors and employees due to all **Identity Theft** within the scope of this coverage. No deductible applies to this coverage.

I. Image Restoration and Counseling

We will, subject to the limits of indemnity set forth below, reimburse the **Specified Member** for **Covered Image Restoration and Counseling Expenses** incurred by the **Specified Member** as a direct result of **Improper Acts** by any officer, director, or employee of the **Specified Member** taking place and reported to **Us** during the policy period before.

For purposes of the **Image Restoration and Counseling** coverage set forth above:

Covered Image Restoration and Counseling Expenses shall only mean and this coverage shall only apply to the following:

1. The costs of rehabilitation and counseling for the accused officer, director, or employee of the **Specified Member**, provided the officer, director, or employee is not ultimately found guilty of criminal conduct. No reimbursement of any **Covered Image Restoration and Counseling Expenses** by Us to the **Specified Member** unless and until there has been an acquittal of the officer, director, or employee of the **Specified Member** accused of committing the **Improper Acts**;
2. The costs charged by a recruiter or expended on advertising for replacement of an officer or director as a result of **Improper Acts** by such officer or director; and
3. The costs of restoring the **Specified Member's** reputation and public, consumer or client confidence through image consulting.

Improper Acts means any criminal, fraudulent, immoral, or scandalous acts or conduct by an officer, director, or employee of the **Specified Member**, whether or not committed or conducted on behalf of or as part of the business of the **Specified Member**.

The aggregate limit of indemnity for this coverage is **\$10,000** for all **Covered Image Restoration and Counseling Expenses** incurred by the **Specified Member** as a direct result of **Improper Acts** during the policy period. No deductible applies to this coverage.

J. **Employee Dishonesty Coverage**

We will, subject to the limits of indemnity set forth below and notwithstanding Exclusion (a) of the Policy to which this Endorsement is attached, reimburse the **Specified Member** for any loss of money or any property whatsoever belonging to the **Specified Member**, or for which the **Specified Member** is legally liable, which the **Specified Member** shall sustain during the policy period as a direct result of any criminal, dishonest, or fraudulent acts or omissions of any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member** committed during the policy period while employed or engaged by the **Specified Member** in the conduct of the **Specified Member's** business of Translating and/or Interpreting. This **Employee Dishonesty Coverage** shall not be afforded to nor shall We be obligated to make any payments for or in connection with, either directly or indirectly, any criminal, dishonest or fraudulent acts or omissions of any director or owner of the **Specified Member** or as to any such loss of money or property if the **Specified Member** or any director, officer, or employee of the **Specified Member** had knowledge of such losses or of the actual or alleged criminal, dishonest, or fraudulent acts or omissions of any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member**, prior to the inception date of the Policy to which this Endorsement is attached.

This **Employee Dishonest Coverage** shall not apply and We will not be obligated to make any payments unless the **Specified Member** shall as a condition precedent to its right to be indemnified under this **Employee Dishonest Coverage** gives to Us immediate notice in writing during the policy period,

- i. of the discovery of any loss which gives rise, or may give rise, to a claim under this **Employee Dishonesty Coverage**; or
- ii. of the discovery of reasonable cause for suspicion of criminal acts, dishonesty, or fraud on the part of any person employed or engaged by the **Specified Member** whether or not giving rise to a claim under this **Employee Dishonesty Coverage** and We shall not

be liable under this **Employee Dishonesty Coverage** for any loss sustained as a result of any conduct after the date of such discovery on the part of the person concerned.

in the event of a claim under this **Employee Dishonesty Coverage**, the **Specified Member** shall give all necessary information and assistance to enable Us to seek by all appropriate means and obtain reimbursement from the person concerned or from his estate of any monies paid or payable by Us under this **Employee Dishonesty Coverage**.

Any monies which but for any criminal conduct, dishonesty or fraud by any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member** would have been payable to such person or entity by the **Specified Member**, and any monies of such individuals or entities in the hands of the **Specified Member**, shall be deducted from the amount otherwise payable under this **Employee Dishonesty Coverage**.

The aggregate limit of indemnity for this **Employee Dishonesty Coverage** is **\$10,000** for all loss of money and property incurred during the policy period by the **Specified Member** as a direct result of the criminal, dishonest, or fraudulent acts or omissions of any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member** taking place during the policy period. No deductible applies to this coverage.

K. License Protection

We will, subject to the limits of indemnity set forth below, reimburse the **Specified Member** for **License Protection Costs** incurred by the **Specified Member** in the investigation and defense of disciplinary and license review proceedings against the **Specified Member** first instituted during the policy period as a result of complaints asserted against the **Specified Member** during the policy period by or before any federal, state, or local governmental, quasi-governmental, regulatory, licensing, or professional agency, body, authority, association, or organization that deals with the professional conduct of the **Specified Member** in the business of Translating and/or Interpreting, provided that this **License Protection** coverage shall not apply and We will not reimburse the **Specified Member** for any attorney's fees and costs unless as a condition to such coverage (1) the proceeding relates to or impacts upon the **Specified Member's** continued licensing in the business of Translating and/or Interpreting, or the imposition or threatened imposition upon the **Specified Member** of any disciplinary measures, and (2) the **Specified Member** provides immediate written notice to Us during the policy period of the institution of such complaint or proceeding.

For purposes of the **License Protection** coverage set forth above:

License Protection Costs means:

1. the fees and expenses incurred by legal counsel retained by the **Specified Member** with Our prior written consent to represent the **Specified Member** in such proceeding, but not to exceed an hourly fee rate of \$ \$200 per hour or as agreed Us; and
2. the travel, lodging and meal expenses incurred by the officers, directors and employees of the **Specified Member** due to the required attendance at any disciplinary hearing or proceeding, but not to exceed a total of \$500 per hearing or proceeding for all officers, directors and employees.

However, **License Protection Costs** shall not mean and no coverage will be afforded under this **License Protection** coverage for any fines, penalties, sanctions, costs, or other similar amounts awarded or payable by or on behalf of the **Specified Member** as a result of such disciplinary and license review proceedings.

The aggregate limit of indemnity for all **License Protection Costs** incurred as to each proceeding is **\$5,000** and the aggregate limit of indemnity for all **License Protection Costs** incurred as to all proceedings during the policy period is **\$15,000**. No deductible applies to this coverage.

L. Defense Expense Benefits

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for those **Defense Expense Benefits** the **Specified Member** is obligated to pay to its officers, directors, or employees as a result of such officers, directors, or employees being required by **Us** or by the Court or the defense attorney to attend a trial, arbitration, hearing or proceeding involving a Claim otherwise covered under this Policy.

For purposes of the **Defense Expenses Benefits** coverage set forth above:

Defense Expense Benefits means reasonable travel, lodging and meal costs incurred in travelling to and from any trial, arbitration, hearing or proceeding at which the officer, director, or employee of the **Specified Member** is required to attend as part of the defense of a Claim otherwise covered under this policy.

The limit of indemnity for all **Defense Expense Benefits** incurred by all officers, directors and employees of the **Specified Member** and payable by the **Specified Member** as to all trials, arbitrations, hearings and proceedings is **\$5,000** per claim for **Defense Expense Benefits** and **\$15,000** in the aggregate for all claims for all **Defense Expense Benefits**. No deductible applies to this coverage.



The American Translators Association Professional Liability (E&O) Insurance Program

THE ANSWERS TO THESE QUESTIONS FORM PART OF AN APPLICATION FOR INSURANCE ONLY. NOTHING IN THIS APPLICATION SHALL BE DEEMED AN AGREEMENT TO PROVIDE INSURANCE AND UNDERWRITERS MAY DECLINE TO OFFER COVERAGE OR OFFER COVERAGE ON TERMS THAT DIFFER FROM THE COVERAGE SOUGHT BY THE APPLICANT.

The coverage for which the applicant is applying is written on a claims made basis. Only claims first made against the Assured during the period of insurance are covered, subject to policy terms and conditions. The limits of liability stated in the evidence of insurance are reduced by costs of defense. Costs of defense will also be applied to the deductible. If you have any questions about the coverage, please discuss them with your broker.

Questions?
Contact Hays Affinity
Toll free: 866-310-4297 / Fax: 202-263-4001
Or Email: questions@hayscompanies.com

Hays Affinity
1025 Thomas Jefferson Street, NW
Suite 425W
Washington, DC 20007

Applicant Details

Please enter your ATA membership number. 236290
If you are not currently in possession of an ATA membership number please check this box.
First Name* Sandra
Last Name* Dejeux
Primary Company Name SD Translations
(If you do not have a Company Name, enter First and Last Name accurately as it will appear on the policy)
Contact Telephone Number* (281) 639-0479
Fax
Location Address Line 1* 2522 Texana Way
Location Address Line 2
City* Richmond
State* TEXAS
Zip Code* 77406
EMail Address* sd@sdtranslations.org
Please ensure that your e-mail address is correct as all relevant documentation and correspondence will be sent to this address
Is your mailing address different from above? Yes No

Coverage information

Are you ATA Certified? * No
Total Gross Income from translation and interpretation services for the previous 12 months? * \$40,000.00
(Startups must furnish projected figure for first year):
Do you sub-contract work out to others? No
Do you currently purchase your ATA Errors and Omissions Insurance through Hays? No
Do you currently carry Errors and Omissions insurance with another carrier? No
Proposed Inception Date* 01/01/2016
Please be aware the preferred inception date cannot pre date the date that Hays receive the correct premium.
Please be aware that Hays reserves the right to change your preferred inception date.
Proposed Expiration Date* 01/01/2017
Retroactive Date 01/01/2016
Please be aware that Hays reserves the right to impose a different Retroactive Date from the one entered.

Claims Questions

Have any claims or suits ever been made against the Applicant or Applicant's firm, or any person now a principal or owner of the Applicant's firm, or any predecessor entity or any prior entity owned or previously owned by a current principal or owner of the Applicant firm? No

Upon inquiry of all personnel, is the Applicant, or any employee, manager or owner of the Applicants firm, aware of any circumstance, incident or situation, which may result in a claim? No

Has any similar insurance for the Applicant or Applicant's firm or any person now a principal or owner of the Applicant or Applicant's firm, or any predecessor entity or any prior entity owned or previously owned by a current principal or owner of the Applicant or Applicant's firm ever been cancelled or declined or refused renewal? No

Premium Indication

To view your quote indication please select the limit and deductible options that you require from the drop downs below. Your limits shown are per claim / in the aggregate and the deductible is payable on each and every claim.

Standard Coverage Limit:* \$1,000,000

Deductible:* \$1,000

Please select method of payment:* Check Credit Card

Signature:

By typing your name into the field below, you are affixing an electronic signature to a legal document and by doing so, you agree to be bound by the terms and provisions set forth in this application.

I/WE (THE APPLICANT) DECLARE THAT THE ABOVE STATEMENTS AND PARTICULARS ARE TRUE AND THAT NO FACTS HAVE BEEN SUPPRESSED OR MIS-STATED AND AGREE THAT THIS APPLICATION FORM SHALL BE THE BASIS OF ANY POLICY OF INSURANCE WHICH MAY BE ISSUED BY UNDERWRITERS AND SHALL BE DEEMED A PART THEREOF. IN ADDITION ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE TO THIS APPLICATION AND MADE PART HEREOF. FURTHERMORE, THE APPLICANT AGREES AND ACKNOWLEDGES THAT IF THE APPLICANT, SUBSEQUENT TO THE COMPLETION OF THIS APPLICATION, BECOMES AWARE OF ANY CHANGES TO THE STATEMENTS AND PARTICULARS CONTAINED HEREIN, THAT THE APPLICANT SHALL IMMEDIATELY ADVISE UNDERWRITERS OF SUCH CHANGES. IT IS FURTHER UNDERSTOOD AND AGREED THAT UPON RECEIPT OF SUCH SUPPLEMENTAL ADVICES, UNDERWRITERS MAY ALTER, AMEND THE TERMS OR WITHDRAW ANY QUOTATION PREVIOUSLY OFFERED.

Signature/Name* : Sandra Dejeux
Date : 12/10/2015

Title : Owner

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-71414

Date Filed:
06/15/2016

Date Acknowledged:
06/28/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SD Translations
Richmond, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23535
Translation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath