IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
GRITSTONE BIO, INC.,[1]	Case No. 24-12305 (KBO)
Debtor.	**Related Docket Nos. 585 and 601**

NOTICE OF (I) CONFIRMATION AND EFFECTIVE DATE OF GRITSTONE BIO, INC.'S SECOND MODIFIED CHAPTER 11 PLAN OF REORGANIZATION AND (II) DEADLINE UNDER THE PLAN AND CONFIRMATION ORDER TO FILE ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, AND REJECTION CLAIMS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Entry of Confirmation Order**. On April 3, 2025, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [Docket No. 601] (the "Confirmation Order") confirming *Gritstone bio, Inc.'s Second Modified Chapter 11 Plan of Reorganization* [Docket No. 585] attached as Exhibit A to the Confirmation Order (together with all exhibits thereto, and as may be amended, modified or supplemented, the "Plan")[2] in the chapter 11 case of the above-captioned debtor and debtor in possession (the "Debtor").

2. **Effective Date of the Plan**. The Effective Date of the Plan was **April 4, 2025**.

3. **Substantial Consummation of Plan**. The Debtor hereby gives notice that the Plan has been substantially consummated.

4. **Release, Exculpation, and Injunction**. Pursuant to the Confirmation Order, the release, injunction, and exculpation provisions in Article X of the Plan are now in full force and effect.

5. **Administrative Expense Claim Bar Date**. All Administrative Expense Claims arising through December 31, 2024 were required to be filed with the Bankruptcy Court in accordance with the Administrative Expense Bar Date Order by February 14, 2025. Any Administrative Expense Claim arising on or after January 1, 2025 must be filed by no later than April 30, 2025 and objections (if any) to such Other Administrative Expense Claim may be filed no later than May 30, 2025.

6. **Deadline to File Professional Fee Claims**. As provided for in Article II.A.4 of the Plan and in the Confirmation Order, all final applications for payment of the Professional Fee Claims must be filed with the Bankruptcy Court **no later than May 5, 2025 (the date that is 30 days after the Effective Date)**, unless otherwise ordered by this Court.

7. **Deadline to File Rejection Claims**. As provided for in Article VI.B of the Plan and in the Confirmation Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court on or before (i) thirty (30) days after the later to occur of (a) the Effective Date and (b) the date of entry of an order by the Bankruptcy Court

[1] The Debtor's mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor's federal tax identification number is 9534.

[2] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Plan.

authorizing rejection of a particular executory contract or unexpired lease, or (ii) such other date as may be ordered by the Bankruptcy Court.

8. **Post Effective Date Notice.** From and after the date of this Effective Date Notice, and without need of further motion by the Debtor, Reorganized Debtor, or Liquidating Trustee, as applicable, or further order of the Court, parties who wish to continue receiving notices filed in the Chapter 11 Case must file with the Court a new Notice of Appearance and Request for Notices pursuant to Bankruptcy Rule 2002. Notwithstanding anything to the contrary in the Bankruptcy Rules, other than with respect to relief directly affecting any party, only parties who file a new Notice of Appearance after the Effective Date shall be entitled to notice of filings in the Chapter 11 Case from and after the date hereof.

9. **Inquiries by Interested Parties**. Copies of all pleadings (including the Confirmation Order, to which the Plan is attached as Exhibit A) may be examined free of charge at https://www.veritaglobal.net/gritstone. The Confirmation Order is also on file with the Bankruptcy Court and may be viewed by accessing the Bankruptcy Court's website at https://www.deb.uscourts.gov/. To access documents on the Bankruptcy Court's website, you will need a PACER password and login, which can be obtained at www.pacer.psc.uscourts.gov.

Dated: April 4, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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Counsel to the Debtor and Debtor in Possession

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

SUBSCRIPTION AGREEMENT

SLIP LEADER: RSG Underwriting Managers Europe Limited trading as StartPoint

BUREAU LEADER: XIS Lloyds: Not Applicable
XIS Companies: Not Applicable

BASIS OF AGREEMENT TO CONTRACT CHANGES:

GUA (February 2014) with Professional Indemnity Schedule (May 2005) except as overridden by the specific provisions of this slip which take precedence.

Wherever practicable, between the broker and each (re)insurer which have at any time the ability to send and receive ACORD messages:

1. the broker agrees that any proposed contract change will be requested via an 'ACORD message' or using an ACORD enabled electronic trading platform;

2. whilst the parties may negotiate and agree any contract change in any legally effective manner, each relevant re(insurer) agrees to respond via an appropriate 'ACORD message' or using an ACORD enabled electronic trading platform;

3. where a (re)insurer has requested to receive notification of any contract change the broker agrees to send the notification via an 'ACORD message' or using an ACORD enabled electronic trading platform

Period Extensions:

If required, the period of this contract may be extended by up to one calendar month at expiry, subject to terms and agreement by Slip Leader only.

Agreement to Endorsements:

Slip Leader to determine whether endorsements fall into part one, part two or part three of the Schedule (May 2005) of the GUA (February 2014)

OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES FOR PART 2 GUA CHANGES ONLY

Slip Leader and Bureau Leader only

Where no other Agreement Parties for Contract Changes are so identified hereunder, the Agreement Party(ies) for Part Two changes will be Slip Leader only.

AGREEMENT PARTIES FOR CONTRACT CHANGES FOR THEIR PROPORTION ONLY:

None.

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BASIS OF CLAIMS AGREEMENT:

As specified under the CLAIMS AGREEMENT PARTIES and to be managed in accordance with:

i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS - LMA9150 for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:

ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.

iii) IUA claims agreement practices.

iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

CLAIMS AGREEMENT PARTIES:

A. Claims falling within the scope of the LMA9150 to be agreed by Slip Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B: For all other claims:

i) For Lloyd's syndicates:

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's Syndicate is: Not Applicable

ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii) below:

Not Applicable

iii) Those companies that have specifically elected to agree claims in respect of their own participation:

Not Applicable

iv) All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

v) Notwithstanding anything contained in the above to the contrary, any ex-gratia payments to be agreed by each (re)insurer for their own participation.

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CLAIMS ADMINISTRATION: Broker and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties

RULES AND EXTENT OF ANY OTHER DELEGATED AUTHORITY: None, unless otherwise specified here by any of the claims agreement parties shown above.

EXPERT(S) FEES COLLECTION: Fees to be collected via the direct fee scheme or in accordance with Insurer's own arrangements

SETTLEMENT DUE DATE: 27 November 2023

BUREAUX ARRANGEMENTS:

- To be presented by Lloyd's Broker to Xchanging Ins-sure Services
- Where the Settlement Due Date (SDD), Premium Payment Condition (PPC) or Premium Payment Warranty (PPW) due date falls on a weekend or bank holiday, presentation to XIS on the next working day will be deemed compliant with the SDD, PPC or PPW. Where the PPC / PPW is later than the SDD, the SDD is automatically updated to be the same as the PPC / PPW.
- Delinked accounts to be presented by broker to Ins-sure.
- Underwriters authorize Xchanging Ins-sure Services to sign FDO and process Stage 2 if required.
- If PPL is used, in the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence

NON-BUREAUX ARRANGEMENTS:

- Where the Settlement Due Date (SDD), Premium Payment Condition (PPC) or Premium Payment Warranty (PPW) due date falls on a weekend or bank holiday, presentation to Insurer(s) hereon on the next working day will be deemed compliant with the SDD, PPC or PPW. Where the PPC / PPW is later than the SDD, the SDD is automatically updated to be the same as the PPC / PPW.
- If PPL is used, in the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence
- The US Surplus Lines Broker shall pay 40% of the premium to RSG StartPoint Executive Risks US and 60% of the premium to UK/London/Lloyd's Broker.

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

FISCAL AND REGULATORY

TAX PAYABLE BY UNDERWRITERS:	None.
COUNTRY OF ORIGIN:	United States of America
REGULATORY RISK LOCATION:	100% United States of America
OVERSEAS BROKER:	Woodruff Sawyer & Co 50 California Street, 12th Floor San Francisco California 94111 United States of America
SURPLUS LINES BROKER:	Woodruff Sawyer & Co 50 California Street, 12th Floor San Francisco California 94111 United States of America License No: 0E68588
STATE OF FILING:	Home State (California)
U.S. CLASSIFICATION:	Surplus Lines
ALLOCATION OF PREMIUM TO CODING:	D2: 99% 7T: 1%
REGULATORY CLIENT CLASSIFICATION:	Commercial Large Risk

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

BROKER REMUNERATION & DEDUCTIONS

FEE PAYABLE BY CLIENT:	No.
TOTAL BROKERAGE:	20%
OTHER DEDUCTIONS FROM PREMIUM:	None.

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. **The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.**

2. **The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**

3. **The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**

4. **The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.**

5. **Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from the NAIC internet website: https://naic.org/state_web_map.htm.**

6. **For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

7. **California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.**

8. **If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

D-2 (Effective January 1, 2020)

LMA9098B
10 December 2019

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

DECLARATIONS

Advanced Boardroom and Company Protection

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY **CLAIM** FIRST MADE, ANY **INVESTIGATION** FIRST COMMENCED AND ANY **INQUIRY** FIRST REPORTED DURING THE **POLICY PERIOD** PROVIDED:

(1) SUCH **CLAIM** OR **INVESTIGATION** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.A.; AND

(2) SUCH **INQUIRY** IS FIRST RECEIVED BY THE **INSURED PERSONS** ON OR AFTER THE DATE SET FORTH IN ITEM J. OF THE DECLARATIONS.

AMOUNTS INCURRED AS **COSTS, CHARGES AND EXPENSES** AND **INQUIRY COSTS** SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY OR THE SUBLIMIT OF LIABILITY, IF APPLICABLE, AND ARE SUBJECT TO THE RETENTIONS. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY UNDERWRITERS TO DEFEND ANY OF THE **INSUREDS**.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and Underwriters.

Policy No: B0146ERUSA2301072

Item A. **Parent Company:**

Gritstone bio, Inc.

Principal Address:

5959 Horton Street, Suite 300
Emeryville
California 94608
United States of America

State of Incorporation:

Delaware

Item B. **Policy Period:**

From: 28 September 2023

To: 28 September 2024

Both days 12.01 a.m. Local Time at the Principal Address stated in Item A.

Item C. Limit of Liability:

1. **USD5,000,000** in the aggregate for the **Policy Period**, but sublimited to:

2. **USD250,000** in the aggregate for the **Policy Period** for all **Security Holder Demand Investigatory Costs** under Insuring Clause I.D.

Such Sublimit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in C.1. above.

Item D. Retentions:

USD Nil	each of the **Insured Persons** each **Claim**, **Investigation** or **Inquiry** but in no event exceeding
USD Nil	in the aggregate each **Claim**, **Investigation** or **Inquiry** all **Insured Persons** under Insuring Clause I.A.
USD3,500,000	each **Claim**, **Investigation** or **Inquiry** under Insuring Clause I.B., other than a **Securities Claim**
USD3,500,000	each **Securities Claim** under Insuring Clause I.B.
USD3,500,000	each **Securities Claim** under Insuring Clause I.C.
USD Nil	each **Security Holder Demand** under Insuring Clause I.D.

Item E. Insured Percentage:

100% of **Loss** in excess of retention under Insuring Clause I.A.

100% of **Loss** in excess of retention under Insuring Clause I.B.

100% of **Loss** in excess of retention under Insuring Clause I.C.

100% of **Security Holder Demand Investigatory Costs** under Insuring Clause I.D.

Item F. Premium:

USD400,000 (100%) for the **Policy Period** plus taxes as applicable

Item G.

1. Premium for **Optional Extension Period**: 125% of the total premium as provided in Clause IX.

2. Length of **Optional Extension Period**: 12 months.

Item H.

1. Premium for **Predetermined Run-Off Period**:

150% of the total premium as provided in Clause IX., or

175% of the total premium as provided in Clause IX.

2. Length of **Predetermined Run-Off Period**:

36 months, or

72 months

Item I. Notification pursuant to Clause VI. shall be given to:

claims@startpointum.com (with copy to claims@paragonbrokers.com)

Item J. Inquiry Coverage Date:

28 September 2018

Item K. Prior and Pending Litigation Date:

30 October 2015, but
28 September 2018 for Limits of Liability in excess of USD4,000,000 in the aggregate

Item L. Outside Entities:

None.

Item M. Service of process in any suit shall be made upon:

Kaufman Dolowich & Voluck, LLP,
425 California Street, Suite 2100,
San Francisco,
California 94104
United States of America

Item N. Choice of Law:

United States of America, State not specified at the **Insureds** request

ADVANCED BOARDROOM AND COMPANY PROTECTION

In consideration of the payment of the premium, in reliance on the **Application** and subject to all of the provisions of this Policy, Underwriters and the **Insureds** agree as follows:

I. INSURING CLAUSES

A. Underwriters shall pay on behalf of the **Insured Persons**:

1. **Loss** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act**; or

2. **Loss** resulting from any **Investigation** of the **Insured Persons** first commenced during the **Policy Period**; or

3. **Inquiry Costs** resulting from any **Inquiry** first reported to Underwriters during the **Policy Period** provided such **Inquiry** is first received by the **Insured Persons** on or after the date set forth in Item J. of the Declarations.

B. Underwriters shall pay on behalf of the **Company**:

1. **Loss** which the **Company** is required or permitted or has agreed to pay as indemnification to any of the **Insured Persons** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act**; or

2. **Loss** which the **Company** is required or permitted or has agreed to pay as indemnification to any of the **Insured Persons** resulting from any **Investigation** of the **Insured Persons** first commenced during the **Policy Period**; or

3. **Inquiry Costs** which the **Company** is required or permitted or has agreed to pay as indemnification to any of the **Insured Persons** resulting from any **Inquiry** first reported to Underwriters during the **Policy Period** provided such **Inquiry** is first received by the **Insured Persons** on or after the date set forth in Item J. of the Declarations.

C. Underwriters shall pay on behalf of the **Company Loss** resulting from any **Securities Claim** first made against the **Company** during the **Policy Period** for a **Wrongful Act**.

D. Underwriters shall pay on behalf of the **Company** all **Security Holder Demand Investigatory Costs** resulting from any **Security Holder Demand** first made during the **Policy Period** for a **Wrongful Act.**

II. DEFINITIONS

The following terms whenever used in this Policy in boldface type shall have the meanings indicated.

A. **"Application"** means:

1. the application for this Policy including any materials submitted therewith, and

2. any public documents filed by the **Company** with the Securities and Exchange Commission or any similar foreign authority during the twelve (12) month period prior to the inception date of this Policy,

all of which shall be deemed part of this Policy, as if physically attached.

B. **"Claim"** means:

1. any written demand for monetary damages, non monetary relief, injunctive relief or other relief against any of the **Insureds**, or any civil, criminal, administrative,

regulatory, arbitration or mediation proceeding or other alternative dispute resolution process initiated against any of the **Insureds**, including:

(a) any appeal from any such proceeding;

(b) any proceeding before the Equal Employment Opportunity Commission or any similar federal, state, local or foreign governmental body;

(c) any **Manslaughter Claim**;

(d) in respect of Insuring Clause I.A. only, any formal demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to deduct, withhold or remit taxes (including non-resident withholding taxes, goods and services taxes, salary or withholding taxes and employee source deductions), unemployment insurance contributions, or pension plan contributions; or

(e) in respect of Insuring Clause I.A. only, any formal demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to pay debts for services performed by an employee of the **Company** for salary, wages or related amounts such as vacation pay or holiday pay; or

3. any extradition proceeding initiated against any of the **Insured Persons**, or the arrest and detainment or incarceration for more than twenty-four (24) hours of any of the **Insured Persons** solely with respect to their status as **Insured Persons** of the **Company**, by any law enforcement authority in a foreign jurisdiction in conjunction with any proceeding described in 1. above or an **Investigation** or **Inquiry**; or

4. in respect of Insuring Clause I.D., any **Security Holder Demand**,

but shall not include any **Investigation** or **Inquiry**.

C. **"Company"** means:

1. the **Parent Company**;

2. any **Subsidiary**;

3. the **Parent Company** or any **Subsidiary** as a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

4. any foundation, charitable trust or political action committee totally funded or controlled by the **Parent Company** or any **Subsidiary**.

D. **"Corporate Takeover"** means:

1. the acquisition by any person or entity of more than fifty percent (50%) of the outstanding securities of the **Parent Company** representing the present right to vote for the election of directors; or

2. the merger of the **Parent Company** into another entity such that the **Parent Company** is not the surviving entity.

E. **"Costs, Charges and Expenses"** means:

1. reasonable and necessary legal fees and expenses including reasonable and necessary expert fees incurred by the **Insureds** in defense and appeal of any **Claim** or **Investigation** and cost of attachment or similar bonds, and

2. in respect of coverages afforded under Clause II.B.2., reasonable costs (other than collateral) for a bond or other financial instrument to guarantee the contingent obligation

of the **Insured Persons** for bail or its equivalent required by a court in any foreign jurisdiction,

but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.

F. **"Derivative Suit"** means any lawsuit brought derivatively on behalf of the **Company** by a security holder of the **Company** against any of the **Insured Persons**.

G. **"Employment Practice Violation"** means any actual or alleged:

1. wrongful dismissal, discharge or termination of employment whether actual or constructive;

2. employment related misrepresentation;

3. violation of any federal, state, local or foreign law prohibiting discrimination in employment, including the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Law of 1964, the Pregnancy Discrimination Act of 1978, the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, the Family and Medical Leave Act of 1993, the Older Workers Benefit Protection Act of 1990, or any rule or regulation promulgated thereunder;

4. sexual or other harassment in the workplace;

5. abusive or hostile work environment;

6. wrongful deprivation of career opportunity, failure to hire, promote, or grant tenure, or wrongful demotion;

7. wrongful discipline or evaluation;

8. breach of an implied employment contract or promissory estoppels;

9. failure to adopt adequate employment or workplace policies and procedures;

10. retaliation against any of the **Insured Persons** including retaliation for filing claims under the Federal False Claims Act, retaliation in connection with whistleblowing, retaliation for exercising civil rights, retaliation for union activities or in connection with strikes or lockouts; or

11. negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1. through 10. above.

H. **"Facilitation Costs"** means reasonable and necessary fees, costs and expenses (including the premium or origination fee for a loan or bond) incurred by:

1. the chief executive officer or chief financial officer of the **Parent Company** solely to facilitate the return of amounts required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

2. the **Insured Persons** solely to facilitate the return of amounts required to be repaid pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith,

provided that such fees, costs or expenses do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

I. **"Inquiry"** means:

1. a request by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear for an interview or meeting or to produce documents in connection with:

   (a) an inquiry or investigation of any of the **Insureds** by a **Regulatory Authority**, or

   (b) a **Security Holder Demand**, or

2. a request by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding solely against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction,

regarding such **Insured Persons** capacity as such or the business of the **Company**, but shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulatory entity.

J. **"Inquiry Costs"** means reasonable and necessary fees and expenses incurred by the **Insured Persons** solely in connection with such **Insured Persons** preparation for and response to an **Inquiry**, but shall not include:

1. salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;

2. costs of complying with any discovery or other request seeking documents (including electronic information) in the possession or control of the **Company** or for which the **Company** has the direct financial responsibility to produce; or

3. any amounts incurred prior to the time that the **Inquiry** is reported to Underwriters in accordance with Clause VI.B.

K. **"Insured Persons"** means:

1. all persons who were, now are, or shall be directors, officers or risk managers of the **Company** and all persons serving in a functionally equivalent role for the **Parent Company** or any **Subsidiary** operating or incorporated outside the United States;

2. all persons who were, now are, or shall be managers or functionally equivalent roles of any limited liability company as defined in Clause II.AA.;

3. all persons who were, now are, or shall be members of the board of managers of the **Company**;

4. all persons who were, now are, or shall be employees of the **Company**, but only to the extent:

   (a) any **Claim** or **Investigation** is for an **Employment Practice Violation** or is a **Securities Claim**, or

   (b) such employee is named as a co-defendant in any **Claim** or **Investigation** with any of the persons set forth in the above provisions of this definition;

5. all natural persons who were, now are, or shall be shadow directors, as defined under Section 251 of the United Kingdom Companies Act 2006, of the **Parent Company** or any **Subsidiary** operating or incorporated in the United Kingdom or the Republic of Ireland;

6. any de facto or alleged de facto director of the **Company**; and

7. the lawful spouse or domestic partner of any of the persons set forth in the above provisions of this definition, but only to the extent the spouse or domestic partner is a party to any **Claim** or **Investigation** solely because of his or her status as the spouse or domestic partner of any such persons and only for the purposes of any **Claim** or **Investigation** seeking damages recoverable from marital community property, property jointly held by any such person and the spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner,

including their estates, heirs, legal representatives, trusts, estate planning vehicles or assigns in the event of their death, incapacity or bankruptcy.

L. **"Insureds"** means the **Company** and the **Insured Persons**.

M. **"Interrelated Wrongful Acts"** means **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

N. **"Investigation"** means:

1. any formal investigation of any of the **Insured Persons** by a **Regulatory Authority**:

   (a) once any such **Insured Persons** are identified in writing by such **Regulatory Authority** as a person against whom a **Claim** may be brought, including without limitation receipt of a target letter, or

   (b) after the service of a subpoena or other similar written request compelling witness testimony or document production upon any such **Insured Persons**, or

   (c) after any such **Insured Persons** have been identified in a Wells Notice, target letter or other written notice describing actual or alleged violations of securities laws or other laws by any such **Insured Persons**; or

2. in respect of Insuring Clause I.A. only, any informal investigation of any of the **Insured Persons** by the Securities and Exchange Commission or any similar federal, state, local or foreign governmental body with jurisdiction over violations of securities laws after such **Insured Person** becomes aware that they are the subject of such investigation and, as a consequence of such investigation, retains legal counsel.

O. **"Loss"** means:

1. (a) damages, judgments, including pre and post-judgment interest, and settlements,

   (b) **Inquiry Costs** and **Costs, Charges and Expenses**, and

   (c) punitive, exemplary or multiplied damages where the applicable law allows coverage for punitive, exemplary or multiplied damages,

   incurred by any of the **Insureds**, and

2. **Facilitation Costs**, and

3. with respect to Insuring Clause I.D., **Security Holder Demand Investigatory Costs** incurred by the **Company**,

but shall not include (other than **Inquiry Costs** and **Costs, Charges and Expenses)**:

(i) taxes or the loss of tax benefits except:

   a. with respect to that portion of any tax assessment imposed on any of the **Insured Persons** by a foreign jurisdiction based on Underwriters' payment of such damages, judgments, settlements, **Inquiry Costs** or **Costs, Charges and Expenses** as a foreign or non-admitted carrier; or

b. with respect to any statutory liability for such taxes owed by any of the **Insured Persons** as described in Clause II.B.1.(d);

(ii) criminal or civil fines or penalties imposed by law, except:

a. fines or civil penalties assessed against any of the **Insureds** pursuant to Section 78dd 2(g)(2)(B) or Section 78ff (c)2(B) of the Foreign Corrupt Practices Act, 15 U.S.C. or Section 11(1)(a) of the United Kingdom Bribery Act of 2010, Chapter 23 or any statute or law similar to the foregoing in any jurisdiction,

b. civil penalties assessed against any of the **Insureds** for the benefit of shareholders pursuant to Section 308 of the Sarbanes Oxley Act of 2002, or

c. under Insuring Clause I.A. only, any other fine or civil penalty imposed against any of the **Insured Persons** where the applicable law allows coverage for such fine or civil penalty, subject to a maximum sublimit of USD 10,000 each of the **Insured Persons** but in no event exceeding USD 100,000 in the aggregate for the **Policy Period** all **Insured Persons**, such sublimit shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations;

(iii) matters deemed uninsurable under the law pursuant to which this Policy shall be construed;

(iv) any wages, salary or benefits owed pursuant to the terms of any employment contract except with respect to any statutory liability for such wages, salary or benefits owed by any **Insured Persons** as described in Clause II.B.1.(e).

Notwithstanding the foregoing, Underwriters shall not assert that the portion of any judgment, settlement or **Costs, Charges and Expenses** incurred in connection with any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended, including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended, are uninsurable.

With respect to the coverage for punitive, exemplary or multiplied damages, and the insurability of fines or penalties under exception (ii) above or matters under exception (iii) above, any applicable law most favourable to the insurability of such damages, fines or penalties or matters shall apply, and where the **Insureds** are able to demonstrate in good faith that such damages, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that interpretation of insurability. For purposes of this provision, “any applicable law” shall include but not be limited to the law: a) where the **Claim** seeking such damages was brought, b) where the **Wrongful Acts** giving rise to the **Claim** seeking such damages took place, c) where the **Insureds** are incorporated, have their principal place of business or reside, and d) where Underwriters are incorporated or have their principal place of business. If any of the **Insureds** present a written legal opinion stating that such damages, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that determination.

The determination of whether any of the **Insured Persons** have incurred any **Loss** shall be made without regard to:

(1) any insurance (with the exception of insurance purchased by the **Company**), and

(2) any indemnification that any of the **Insured Persons** may have from any source (other than from the **Company**), including without limitation from or as a result of any equity holder of the **Company**.

P. **"Management Control"** means:

1. owning interest representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the board of directors of a corporation, the members of the management board of a limited liability corporation or

with respect to entities operating or organized outside the United States, persons serving in a functionally equivalent role; or

2. having the right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of the **Company** to elect, appoint or designate a majority of the board of directors of a corporation, the management board of a limited liability corporation or with respect to entities operating or organized outside of the United States, persons serving in a functionally equivalent role.

Q. **"Manslaughter Claim"** means the prosecution of any of the **Insured Persons** for involuntary, constructive or gross negligence manslaughter before the Crown Prosecution Service, the Procurator Fiscal or any similar authority with jurisdiction over any corporate manslaughter violation.

R. **"Optional Extension Period"** means the period described in Clause IX.A.

S. **"Outside Entity"** means:

1. any not-for-profit organization, community chest, fund or foundation;

2. any for-profit organization whose securities are not publicly owned or traded where the **Insured Persons** serve with such organization at the specific request of the **Company**; or

3. any other organization specified in Item L. of the Declarations.

T. **"Parent Company"** means the entity named in Item A. of the Declarations.

U. **"Policy Period"** means the period from the effective date and hour of this Policy to the Policy expiration date and hour as set forth in Item B. of the Declarations, or its earlier cancellation date and hour, if any, or the end of the **Optional Extension Period**, **Predetermined Run-Off Period** or the Retired and Resigned Insured Person Extension, if purchased.

V. **"Predetermined Run-Off Period"** means the period described in Clause VIII.B.

W. **"Regulatory Authority"** means any federal, state, local or foreign law enforcement or governmental authority (including the Department of Justice, the Securities and Exchange Commission and any attorney general) or the enforcement unit of any securities exchange or similar self-regulating body.

X. **"Securities Claim"** means:

1. (a) any demand or proceeding described in Clause II.B.1. against any of the **Insureds**, other than an administrative or regulatory proceeding, or

(b) any administrative or regulatory proceeding initiated:

(i) against any of the **Insured Persons**, or

(ii) against any of the **Insured Persons** and the **Company** but only during the time the **Insured Persons** and the **Company** are continuously maintained in such proceeding,

alleging any violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations of the Securities and Exchange Commission under either or both Acts, similar securities laws or regulations of any federal, state (including any state blue sky laws), local or any foreign jurisdiction, any other laws, rules, regulations or statutes regulating securities or any common law arising out of, involving, or relating to the ownership, purchase or sale of or offer to purchase or sell any securities of the **Company**, including any debt or equity securities, whether on the open market or through a public or private offering, or

2. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** which is brought by a security holder of the **Company** in their capacity as such, including a **Derivative Suit**,

but shall not include any **Security Holder Demand**.

Y. **"Security Holder Demand"** means any written demand made by one or more security holders of the **Company** upon the **Company's** Board of Directors to bring a civil proceeding against any of the **Insured Persons** for a **Wrongful Act**.

Z. **"Security Holder Demand Investigatory Costs"** means reasonable fees and expenses incurred by the **Company** in connection with the investigation, review or evaluation of any **Security Holder Demand**.

AA. **"Subsidiary"** means any entity, including but not limited to any limited liability company, over which the **Parent Company** directly or indirectly had or has **Management Control**, if the **Parent Company**:

1. had **Management Control** of such entity prior to or on the inception date of this Policy;

2. first has **Management Control** of such entity after the inception date of this Policy provided the assets of the entity do not exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement; or

3. first has **Management Control** of such entity after the inception date of this Policy provided that if the assets of the entity exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement, the provisions of Clause VIII.B.1. must be fulfilled,

provided, that this Policy only provides coverage for any **Wrongful Act** committed or any conduct undertaken while the **Parent Company** had **Management Control** of such entity.

BB. **"Wrongful Act"** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty:

1. by any of the **Insured Persons**, while acting in their capacity as such, or any matter claimed against any of the **Insured Persons** solely by reason of their serving in such capacity;

2. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** solely by reason of their serving as:

(a) a controlling person within the meaning of Section 15 of the Securities Act of 1933, as amended or Section 20(a) of the Securities Exchange Act 1934, as amended; or

(b) a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**; and

3. by the **Company** involving a **Securities Claim**.

III. EXCLUSIONS

Underwriters shall not be liable to make any payment in connection with that portion of any **Claim**, **Investigation** or **Inquiry**:

A. for actual or alleged sickness, disease, death, false arrest, false imprisonment, damage to or destruction of tangible property (including loss of use thereof) or, except to the extent the **Claim** or **Investigation** is for an **Employment Practice Violation**, for bodily injury, assault, battery, invasion of privacy, mental anguish, emotional distress, libel, slander or defamation; provided, however, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A.,

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**,

3. a **Manslaughter Claim**, or

4. an **Inquiry** brought by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding solely against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction;

B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **Policy Period** and accepted under any other Directors and Officers Liability or Employment Practices Liability Policy of which this Policy is a renewal, replacement or which it succeeds in time,

2. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**, or

3. any written demand, suit, investigation or other proceeding pending, or order, decree or judgment entered, against any **Insured** prior to the date set forth in Item K. of the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;

C. for any actual or alleged seepage, pollution or contamination of any kind; provided, however, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A., or

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**;

D. for violation of the Employee Retirement Income Security Act of 1974 or the Fair Labor Standards Act of 1938 (except the Equal Pay Act), any regulations promulgated thereunder or similar provisions of any federal, state or local law; provided, however:

1. this exclusion shall not apply to the coverage afforded under Insuring Clause I.A.; and

2. this exclusion shall only apply with respect to benefit plans sponsored by the **Company**;

E. by, on behalf of, or at the direction of the **Company**, except and to the extent that:

1. such **Claim** is a **Derivative Suit**; or

2. such **Claim** is brought in the event of the appointment of a trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official; or

3. such **Claim** is brought by a creditors committee pursuant to 2. above or by the **Company** as a debtor in possession; or

4. such **Claim** is brought against any former **Insured Persons**; or

5. such **Inquiry** is brought in connection with an inquiry or investigation by a **Regulatory Authority**; or

6. such **Claim** is brought :

(a) against the chief executive officer or chief financial officer of the **Parent Company** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

(b) against the **Insured Persons** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith; or

7. such **Claim** is a **Security Holder Demand**; or

8. such **Claim** is brought subsequent to a **Corporate Takeover** by the person or entity who acquired more than fifty percent (50%) of the outstanding securities of the **Parent Company** or merged with the **Parent Company** such that the **Parent Company** is not the surviving entity; or

9. such **Claim** is brought outside the United States of America, Canada, or any other common law jurisdiction;

Notwithstanding the foregoing, Exclusion E. shall not apply to **Costs, Charges and Expenses** incurred in connection with any **Claim** or **Investigation** under Insuring Clause I.A.;

F. brought about or contributed to by:

1. any deliberately fraudulent or deliberately criminal act or omission by any of the **Insureds**, or

2. any personal profit or financial advantage gained by any of the **Insured Persons** to which they were not legally entitled,

as determined by a final non-appealable adjudication in any action or proceeding (other than an action or proceeding initiated by Underwriters to determine coverage under this Policy);

G. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Company**, which payment without such previous approval shall be determined by a final non-appealable adjudication in any action or proceeding (other than an action or proceeding initiated by Underwriters to determine coverage under this Policy) to be in violation of the law;

Notwithstanding the foregoing, Exclusions F.2 and G. shall not apply to:

1. that portion of any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended; or

2. **Facilitation Costs** incurred in connection with that portion of any **Claim** alleging violations of Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

With respect to Exclusion F.1. for acts or omissions which are treated as a criminal violation in a jurisdiction outside the United States of America that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such jurisdiction will not, by itself, be conclusive proof that a deliberately fraudulent or deliberately criminal act or omission occurred.

H. based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed or any conduct actually or allegedly undertaken subsequent to a **Corporate Takeover**.

For the purpose of determining the applicability of any of the Exclusions:

(a) in respect of Insuring Clause I.A., no facts pertaining to, no knowledge possessed by, and no **Wrongful Act** of any of the **Insureds** shall be imputed to any other natural person,

(b) in respect of Insuring Clause I.B., the **Wrongful Act** of any of the **Insured Persons** shall be imputed to the **Company** only to the extent that the **Company** indemnifies such **Insured Persons**, and

(c) in respect of Insuring Clause I.C., only the **Wrongful Acts** of any past, present or future chief executive officer or chief financial officer of the **Parent Company** shall be imputed to the **Company**.

IV. LIMIT OF LIABILITY, RETENTIONS AND ORDER OF PAYMENTS

A. Underwriters shall be liable to pay the percentage of **Loss** set forth in Item E. of the Declarations in excess of the amount of the applicable Retention up to the Limit of Liability or Sublimit of Liability, if applicable, it being warranted that the remaining percentage of **Loss** shall be uninsured. The Retention applicable to Insuring Clause I.B. shall apply to **Loss** payable under Insuring Clause I.A. if indemnification by the **Company** is required by law or is legally permissible to the fullest extent permitted by law.

No Retention shall apply to any **Loss** under Insuring Clause I.D.

If the Limit of Liability of this Policy is exhausted or partially eroded by payment of **Loss**, then the Limit of Liability of this Policy shall be automatically reinstated equal to an amount by which the Limit of Liability is exhausted or eroded, provided always that:

1. such reinstated limit shall only apply to **Loss** payable under Insuring Clause I.A. and shall be excess of the limit of liability of all policies of insurance providing excess coverage above this Policy, and

2. such reinstated limit shall not apply to the **Claim**, **Investigation** or **Inquiry** which exhausted or partially eroded such Limit of Liability.

If the **Company** fails or refuses to advance or indemnify the **Insured Persons** for any reason within sixty (60) days of **Loss** becoming due and payable and after specific written request is made by or on behalf of any **Insured Persons**, then Underwriters shall pay **Loss** on behalf of any **Insured Persons** within the Retention applicable to Insuring Clause I.B. after Underwriters have received written and itemised documentation of such **Loss** by means of invoices or otherwise, subject to the terms, conditions and limitations of this Policy. Any payments of **Loss** by Underwriters within the Retention applicable to Insuring Clause I.B. shall serve to reduce the Limit of Liability or Sublimit of Liability, if applicable of Underwriters under the Policy. In such event, Underwriters shall be entitled to obtain reimbursement from the **Company** for all payments made by Underwriters that would not have been made had the indemnity in respect of the Retention been provided by the **Company**, unless the **Company** is unable to indemnify by reason of its insolvency.

Notwithstanding the above, if and to the extent any covered **Loss** which is within any applicable Retention under this Policy is paid on behalf of the **Insured Persons** by any other insurer pursuant to the terms and conditions of any Excess Difference in Conditions Side A policy which is specifically excess of this Policy, then such applicable Retention under this Policy shall be eroded by the amount of such payment.

B. The amount shown in Item C.1. of the Declarations shall be the maximum aggregate Limit of Liability of Underwriters under the Policy. If the Limit of Liability is reinstated, in accordance with the third paragraph of Clause IV.A., then the maximum aggregate Limit of Liability of the Underwriters under this Policy shall be an amount twice that shown in Item C.1. of the Declarations; provided, however, the maximum aggregate Limit of Liability of the Underwriters under this Policy in connection with any single **Claim**, **Investigation** or **Inquiry** shall be the amount shown in Item C.1. of the Declarations.

The amount shown in Item C.2. of the Declarations shall be the maximum aggregate Sublimit of Liability of Underwriters under the Policy for all **Security Holder Demand Investigatory Costs** arising from all **Security Holder Demands** under Insuring Clause I.D. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations.

C. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or

2. the date on which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause VI.C.

D. More than one **Investigation** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed to constitute a single **Investigation** and shall be deemed to have been commenced at the earliest of the following dates:

1. the date on which the earliest **Investigation** is first commenced; or

2. the date on which the **Investigation** shall be deemed to have been commenced pursuant to Clause VI.C.

E. If an **Inquiry** is first reported to Underwriters during the **Policy Period** in accordance with Clause VI.B. then such **Inquiry** and any subsequent **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Inquiry** first reported on the date the earliest **Inquiry** is first reported.

F. Any **Claim**, **Investigation** or **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the **Inquiry** is first reported;

2. the date on which the **Investigation** is first commenced; or

3. the date on which the **Claim** is first made.

G. In the event more than one of the Insuring Clauses set forth in Clause I. are applicable to a **Claim**, **Investigation** or **Inquiry**, the Retentions set forth in Item D. of the Declarations shall be applied separately to that part of the **Loss** resulting from such **Claim**, **Investigation** or **Inquiry** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**, **Investigation** or **Inquiry**. The total Retention as finally determined shall in no event exceed the largest of the applicable Retentions for such **Claim**, **Investigation** or **Inquiry**.

H. Payments of **Loss** by Underwriters shall reduce the Limit of Liability and any applicable Sublimit of Liability.

Underwriters shall pay **Loss** in the following order:

1. first, under Insuring Clause I.A., provided however that such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken prior to the **Company** becoming a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

2. second, under Insuring Clause I.A. where such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken on or after the **Company** became a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

3. third, at the written request of the chief executive officer of the **Parent Company**, Underwriters shall either pay or withhold **Loss** payable under Insuring Clause I.B.; and

4. lastly, at the written request of the chief executive officer of the **Parent Company**, Underwriters shall either pay or withhold **Loss** payable under Insuring Clauses I.C. and I.D.

In the event Underwriters withhold payment pursuant to sub-paragraphs 3. and 4. above, then Underwriters shall, at such time and in such manner as shall be set forth in the instructions of the chief executive officer of the **Parent Company**, remit such payment to the **Company** or directly to or on behalf of the **Insured Persons**.

Underwriters shall have no obligation to pay **Loss** after exhaustion of the Limit of Liability or Sublimit of Liability, if applicable, regardless of whether the **Parent Company** has withheld payment.

I. Underwriters shall pay **Costs, Charges and Expenses** or **Inquiry Costs** on a current basis but no less than once every ninety (90) days.

V. SETTLEMENTS AND DEFENSE

A. No settlement shall be made and no **Costs, Charges and Expenses**, **Facilitation Costs**, **Inquiry Costs** or **Security Holder Demand Investigatory Costs** shall be incurred without Underwriters' consent, such consent not to be unreasonably withheld. However, Underwriters' consent shall not be required for a settlement where such settlement is for an amount below the applicable Retention (inclusive of **Costs, Charges and Expenses**) provided the **Insureds** shall give Underwriters as soon as practicable details of the settlement amounts and the date the settlement is confirmed by the court.

B. It shall be the duty of the **Insureds** and not the duty of the Underwriters to defend **Claims**, **Investigations** or **Inquiries**, including the investigation, review and evaluation of any **Shareholder Derivative Demand**.

VI. NOTIFICATION

A. The **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of any **Claim** or **Investigation** as soon as practicable after the risk manager, general counsel, chief executive officer or chief financial officer or equivalent of the **Parent Company** first becomes aware of such **Claim** or **Investigation**, but in no event later than:

1. sixty (60) days after the end of the **Policy Period**, or

2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.

B. If the **Insureds** elect to seek coverage for **Inquiry Costs** in connection with an **Inquiry**, the **Insureds** shall give to Underwriters notice in writing of such **Inquiry**, but in no event later than:

1. the end of the **Policy Period**, or

2. in the event this Policy is non-renewed with Underwriters, sixty (60) days after the end of the **Policy Period**.

C. If the **Insureds**:

1. become aware of a specific fact, circumstance or situation which could reasonably give rise to a **Claim** or **Investigation**, or

2. receive any request to toll a period or statute of limitation which may be applicable to any **Claim** or **Investigation**,

and if the **Insureds** during the **Policy Period** give written notice to Underwriters of:

(a) the specific fact, circumstance, situation or the request to toll a period or statute of limitation;

(b) the consequences which have resulted or may result therefrom; and

(c) the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** or **Investigation** made subsequently arising out of such fact, circumstance, situation or the request to toll a period or statute of limitation shall be deemed for the purposes of this Policy to have been made or commenced at the time such notice was first given.

D. Notice to Underwriters provided for in Clause VII. shall only be deemed effective if given to the firm shown under Item I. of the Declarations.

VII. OTHER INSURANCE AND INDEMNIFICATION

The **Insureds** and Underwriters agree that all coverage under this Policy is excess over and will not contribute with all other valid and collectible Directors and Officers Liability, Employment Practices Liability, General Liability or Fiduciary Liability insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. However, the coverage under this Policy shall apply as primary to any personal directorship liability insurance of any of the **Insured Persons** or any Directors and Officers Liability insurance issued to any equity holder of the **Company**.

In the event any **Claim** made against, or any **Investigation** of, the **Insured Persons** while acting in their capacity as, or any matter claimed against any of the **Insured Persons** solely by reason of their serving as a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**, the coverage under this Policy is excess over and will not contribute with:

A. any indemnification provided by the **Outside Entity**; and

B. all other valid and collectible insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise.

VIII. GENERAL CONDITIONS

A. Representations and Severability

The particulars and statements contained in the **Application** are incorporated into and constitute a part of this Policy.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations and that this Policy is issued in reliance upon the truth of such representations;

2. that in the event that the **Application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by Underwriters under this Policy, Underwriters may only seek to void coverage, *ab initio*, under the following Insuring Clauses with respect to **Claims**, **Investigations** or **Inquiries** arising from such misrepresentations:

   (a) with respect to Insuring Clause I.B. to the extent the **Company** indemnifies any of the **Insured Persons** who had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

(b) with respect to Insuring Clause I.C. to the extent that the chief executive officer or chief financial officer of the **Parent Company** had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

3. that, notwithstanding the above, the **Application** shall be construed as a separate application for coverage by each of the **Insured Persons** and no knowledge possessed by any of the **Insured Persons** shall be imputed to any other natural person.

Notwithstanding the foregoing:

i) this Policy shall not be voided, in whole or in part, with respect to Insuring Clause I.A.; and

ii) this Policy shall be non-rescindable with respect to the coverage afforded under Insuring Clauses I.A., I.B., I.C. and I.D.

Underwriters agree to advance payments of **Loss** unless and until an order by a court of competent jurisdiction provides either that such advancement is not required or that coverage is void *ab initio*, subject to the condition that such advance payments by Underwriters shall be repaid to Underwriters by the **Company** or the **Insured Persons** according to their respective interests as soon as reasonably practicable after an order provides that such advancement is not required or that coverage is void *ab initio*.

B. Adjustment Clause

1. This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**.

In the event the **Company**:

(a) acquires any other entity or acquires substantially all of the assets of another entity where such assets acquired exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement, or

(b) merges with another entity such that the **Company** is the surviving entity where such assets of the merged entity exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement, or

(c) acquires a **Subsidiary** as defined in Clause II.AA.3.

after the inception of this Policy, coverage shall be afforded for a period of ninety (90) days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors, officers or employees of the entity acquired or merged with, or such **Subsidiary**, but only with respect to any **Wrongful Act** committed or any conduct undertaken on or after the date such entity is acquired, merged with or became a **Subsidiary**. Coverage beyond such ninety (90) day period shall only be available if:

i) written notice of such transaction or event is given to Underwriters by the **Parent Company**;

ii) the **Parent Company** provides Underwriters with such information in connection therewith as Underwriters may deem necessary;

iii) the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and

iv) Underwriters, at their sole discretion, agree to provide such coverage.

2. In the event any entity ceased to be a **Subsidiary** as defined herein after the inception date of this Policy, or of any policy of which this Policy is a renewal or replacement, this Policy, subject to its terms, shall continue to apply to any of the **Insured Persons** who were covered under this Policy because of their service with such entity and to such **Subsidiary** but only with respect to any **Wrongful Act** committed or allegedly committed or any conduct undertaken or allegedly undertaken prior to the time such entity ceased to be a **Subsidiary**.

3. Except if an **Predetermined Run-Off Period** is purchased in accordance with Clause IX.B., in the event of a **Corporate Takeover** after the inception date of this Policy or of any policy issued by Underwriters of which this Policy is a renewal or replacement, this Policy, subject to its terms, shall continue to apply to the **Insured Persons** and to the **Company** but only with respect to any **Wrongful Act** committed or allegedly committed or any conduct undertaken or allegedly undertaken prior to the **Corporate Takeover**.

C. Cancellation Clause

1. By acceptance of this Policy, the **Insureds** hereby confer the exclusive power and authority to cancel this Policy on their behalf to the **Parent Company**. Such entity may cancel this Policy by surrender thereof to Underwriters, or by mailing to Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

2. Underwriters may cancel this Policy only for nonpayment of premium by mailing to the **Parent Company** written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by Underwriters shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder.

3. If this Policy is cancelled pursuant to 1. hereinabove, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy is cancelled pursuant to 2. hereinabove, Underwriters shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of cancellation.

D. Company Authorization Clause

By acceptance of this Policy the **Insureds** agree that the **Parent Company** will act on their behalf with respect to the giving of all notices to Underwriters, the receiving of notices from Underwriters, the payment of the premium and the receipt of any return premium.

E. Valuation and Currency Clause

All premiums, limits, retentions and **Loss** under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars or if **Costs, Charges and Expenses** or **Inquiry Costs** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due or the date such **Costs, Charges and Expenses** or **Inquiry Costs** are paid.

F. Bankruptcy Clause

Bankruptcy or insolvency of the **Company** or any of the **Insured Persons** shall not relieve Underwriters of any of their obligations under this Policy.

The coverage provided under this Policy is intended to protect and benefit the **Insured Persons**. If a liquidation or reorganization proceeding is commenced by the **Company** (whether voluntarily or involuntarily) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law, then, in regard to a covered **Claim**, **Investigation** or **Inquiry** under this Policy, Underwriters and the **Insureds** hereby agree not to oppose or object to any efforts by Underwriters or any of the **Insureds** to obtain relief from any stay or injunction applicable to the proceeds of this Policy as a result of the commencement of such liquidation or reorganization proceeding.

G. Recovery Clause

In the event the Underwriters recover amounts they have paid under this Policy, the Underwriters will reinstate the Limit of Liability of this Policy to the extent of such recovery, less its costs incurred in administering and obtaining such recovery. The Underwriters assume no duty to seek a recovery of any amounts paid under this Policy.

IX. EXTENSIONS TO THE POLICY PERIOD

A. **Optional Extension Period**

If this Policy is not renewed by the **Parent Company** or by Underwriters, then the **Parent Company** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item G.1. of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to:

1. any **Claim** first made or **Investigation** first commenced during the period of time set forth in Item G.2. of the Declarations after the Policy expiration date, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the Policy expiration date; or

2. any **Inquiry** first reported to Underwriters during the period of time set forth in Item G.2. of the Declarations after the Policy expiration date, but only with respect to any **Inquiry** first received on or after the date set forth in Item J. of the Declarations for any conduct undertaken before the Policy expiration date.

B. **Predetermined Run-Off Period**

In the event of a **Corporate Takeover**, the **Parent Company** shall have the right, upon payment of an additional premium calculated at that applicable percentage shown in Item H.1. of the Declarations of the total premium for this Policy (less any unearned premium calculated at pro rata for the period from the date of such **Corporate Takeover**), to an extension of the coverage granted by this Policy with respect to:

1. any **Claim** first made or **Investigation** first commenced during the applicable period of time set forth in Item H.2. of the Declarations after the date of such **Corporate Takeover**, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the date of such **Corporate Takeover**; or

2. any **Inquiry** first reported to Underwriters during the applicable period of time set forth in Item H.2. of the Declarations after the date of such **Corporate Takeover**, but only with respect to any **Inquiry** first received on or after the date set forth in Item J. of the Declarations for any conduct undertaken before the date of such **Corporate Takeover**.

C. Retired and Resigned Insured Person Extension

If this Policy is not renewed by the **Parent Company** or by Underwriters, then any of the **Insured Persons** who have retired or resigned prior to or during the **Policy Period** shall have an automatic extension of the coverage granted by this Policy with respect to:

1. any **Claim** first made or **Investigation** first commenced during the seventy two (72) month period following the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the Policy expiration date; or

2. any **Inquiry** first reported to the Underwriters during the seventy two (72) month period following the end of the **Policy Period**, but only with respect to any **Inquiry** first received on or after the date set forth in Item J. of the Declarations for any conduct undertaken before the Policy expiration date.

The above automatic extension of coverage shall not apply in the event the **Parent Company** has purchased other insurance to replace, in whole or in part, the insurance provided under this Policy.

D. Extension Conditions

1. As a condition precedent to the right to purchase the **Optional Extension Period**, the **Predetermined Run-Off Period** or the coverage afforded under Retired and Resigned Insured Person Extension the total premium for this Policy must have been paid.

   The right to purchase the **Optional Extension Period** shall terminate (i) in the event written notice together with full payment of the premium for the **Optional Extension Period** is not given to Underwriters within thirty (30) days after the Policy expiration date or (ii) in the event the **Predetermined Run-Off Period** is purchased.

   The right to purchase the **Predetermined Run-Off Period** shall terminate (i) in the event written notice together with full payment of the premium for the **Predetermined Run-Off Period** is not given to Underwriters within thirty (30) days after the date of the **Corporate Takeover** or (ii) in the event the **Optional Extension Period** is purchased.

   If such notice and premium payment is not so given to Underwriters, there shall be no right to purchase the **Optional Extension Period** or the **Predetermined Run-Off Period**.

2. In the event of the purchase of the **Optional Extension Period** or the **Predetermined Run-Off Period**, the entire premium therefor shall be deemed earned at its commencement.

3. The exercise of the **Optional Extension Period**, the **Predetermined Run-Off Period** or the Retired and Resigned Insured Person Extension shall not in any way increase the Limit of Liability of Underwriters.

X. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters or their counsel may reasonably request, and they further agree that, after a **Claim** has been made against them, an **Investigation** has been commenced against them or an **Inquiry** has been received by them, they shall not take any action which in any way increases Underwriters' exposure under this Policy. The failure of any of the **Insured Persons** to give Underwriters or their counsel the information, assistance and cooperation that they may reasonably request shall not impair the rights of any other natural person under this Policy.

In the event of any payment under this Policy, Underwriters shall be subrogated to the **Insureds'** rights of recovery therefor against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents as are necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require.

Notwithstanding the foregoing, Underwriters agree to waive their rights of subrogation against any of the **Insured Persons** except where a final non-appealable adjudication in any action or proceeding (other than an action or proceeding initiated by Underwriters to determine coverage under this Policy) adverse to the relevant **Insured Persons** establishes that the relevant **Insured Persons** have committed a deliberately fraudulent or deliberately criminal act or omission.

XI. ASSIGNMENTS AND ACTION AGAINST UNDERWRITERS

No action shall lie against Underwriters unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and Underwriters. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim**, **Investigation** or **Inquiry** against the **Insureds** to determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**, **Investigation** or **Inquiry**. Assignment of interest under this Policy shall not bind Underwriters unless their consent is endorsed hereon.

XII. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** agree that this Policy embodies all agreements existing between them and Underwriters or any of their agents relating to this Insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of Underwriters shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy, nor shall the terms be waived or changed except by written endorsement or rider issued by Underwriters to form a part of this Policy.

XIII. ALLOCATION

If both **Loss** covered by this Policy and loss uncovered by this Policy are incurred, either because the **Claim**, **Investigation** or **Inquiry** includes both covered and uncovered allegations or because it includes both insured and uninsured parties, then the **Insureds** and Underwriters agree to use their best efforts to fairly and reasonably allocate such amount between covered **Loss** and uncovered loss.

In the event that a method of allocation cannot be agreed upon by Underwriters and the **Insureds**, then:

A. in any arbitration, suit or other proceeding, no presumption shall exist concerning what is a fair and reasonable allocation;

B. Underwriters shall advance the amount of **Costs, Charges and Expenses** or **Inquiry Costs** which they deem fair and proper until a different amount is negotiated by the parties, determined pursuant to the arbitration process set forth in subparagraph C. below, or determined judicially;

C. Underwriters, solely if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by Underwriters, and a third independent arbitrator selected by the first two arbitrators.

Any negotiated, arbitrated or judicially determined allocation of **Costs, Charges and Expenses** or **Inquiry Costs** on account of a **Claim**, **Investigation** or **Inquiry** shall be applied retroactively to all **Costs, Charges and Expenses** or **Inquiry Costs** on account of such **Claim**, **Investigation** or **Inquiry**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Costs, Charges and Expenses** or **Inquiry Costs** on account of a **Claim**, **Investigation** or **Inquiry** shall not apply to or create any presumption with respect to the allocation of other **Loss** on account of such **Claim**, **Investigation** or **Inquiry**.

XIV. WORLDWIDE

This Policy applies only to **Claims** first made, **Investigations** first commenced and **Inquiries** first reported during the **Policy Period** anywhere in the world as permitted by law.

XV. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters at the request of any of the **Insureds** 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. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the firm shown under Item M. of the Declarations, and that in such suit instituted against any one of the Underwriters upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item M. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of any of the **Insureds** to give a written undertaking to such **Insured** that it will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to the statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or any of their 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 any of the **Insureds** or any beneficiary hereunder arising out of this Policy, and hereby designate the firm shown in Item M. of the Declaration as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

XVI. CHOICE OF LAW

Except with respect to the insurability of damages under Clause II.O., any dispute involving this Policy shall be resolved by applying the law of the state designated in Item N. of the Declarations.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **1**

INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **2**

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT [BROAD]

(Approved by Lloyd's Underwriters' Non-Marine Association)

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 insured under the policy is also an insured 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 insured 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 insured 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 insured 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 insured; or

[c] the injury, sickness, disease, death or destruction arises out of the furnishing by an insured 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 byproduct material; "**source material**", "**special nuclear material**", and "**byproduct 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 byproduct 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,

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

[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 insured 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.

Notwithstanding the foregoing, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A., or

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**,

other than **Loss** constituting **Cleanup Costs**.

For the purpose of the foregoing, "**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of hazardous properties, nuclear material, source material, special nuclear material, byproduct material, spent fuel or waste.

*__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
N.M.A. 1256 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **3**

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT

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 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Notwithstanding the foregoing, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A., or

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**,

other than **Loss** constituting **Cleanup Costs**.

For the purpose of the foregoing, "**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of hazardous properties, nuclear material, source material, special nuclear material, byproduct material, spent fuel or waste.

N.M.A.1477 13/2/64 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **4**

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The premium allocated for this coverage is 1% of the overall premium charged for your policy.

Option to reject terrorism insurance coverage

Your policy automatically provides coverage for claims arising out of acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002 at no additional cost to you. If you would prefer not to have such coverage please check the box below, sign where indicated and return this form to your insurance broker or intermediary. ***Please note that there will be no reduction in premium if terrorism coverage is removed from your policy.***

	I hereby elect not to have TRIA coverage under this policy. I understand that I will have no coverage for losses arising from certified acts of terrorism.

Gritstone bio, Inc.

_____
Policyholder / Applicants Signature

_____
Named Insured

B0146ERUSA2301072

_____
Print Name

Policy Number

_____/_____/_____
Date

LMA9185 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **5**

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT

Except as stated in the Special Cancellation Clause and in consideration of the premium for which this insurance is written it is agreed that in the event of cancellation thereof by the **Parent Company** the earned premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For Insurances written for one year:-

Days Insurance in force	Per cent. of One year Premium	Days Insurance in force	Per cent. of One year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	(6 months).....60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	(1 month).....19	210 - 214	(7 months).....67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	(8 months).....74
59 - 62	(2 months).....27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	(9 months).....80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	(3 months).....35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	(10 months).....87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	(4 months).....44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	(11 months).....94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	(5 months).....52	361 - 365	(12 months).....100

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

B. For insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:

   a. Determine full annual premium as for an insurance written for a term of one year.

   b. Deduct such premium from the full insurance premium, and on the remainder calculate the *pro rata* earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.

   c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

N.M.A. 45 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **6**

SPECIAL CANCELLATION CLAUSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary in this Policy including any endorsement or amendatory thereto, in the event:

1. the Underwriter ceases all underwriting operations; or

2. the Underwriter is the subject of an order or resolution for winding up or formally propose a scheme of arrangement, or is placed into rehabilitation or liquidation by any state department of insurance; or

3 the Underwriter has its authority or license to carry on insurance business withdrawn; or

4 Lloyd's financial strength rating is issued below A- by A.M. Best Company or by Standard & Poor's Rating Services,

the **Parent Company** may cancel this Policy by giving notice within thirty (30) days of such event and the return premium shall be calculated on a pro rata basis to the time on the risk. Any return of premium shall also be subject to a written full release of liability from the **Insureds**. In the event there are any notified, reserved or paid **Claims, Investigations, Inquiries, Losses** or circumstances, return premium shall be calculated on a short rate basis pursuant to the terms of the Policy.

All other terms and conditions of this Policy remain unchanged.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **7**

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 14 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **8**

WOODRUFF SAWYER AMENDATORY ENDORSEMENT INCLUDING ACTIVIST INVESTOR COSTS

This endorsement modifies insurance provided under the following:

ADVANCED BOARDROOM AND COMPANY PROTECTION

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1) the first paragraph of the DECLARATIONS is deleted in its entirety and replaced with the following:

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY **CLAIM** FIRST MADE, ANY **INVESTIGATION** FIRST COMMENCED, AND ANY **INQUIRY** FIRST REPORTED DURING THE **POLICY PERIOD** PROVIDED:

(1) SUCH **CLAIM** OR **INVESTIGATION** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.A.; AND

(2) SUCH **INQUIRY** IS FIRST RECEIVED BY THE **INSURED PERSONS** ON OR AFTER THE DATE SET FORTH IN ITEM J. OF THE DECLARATIONS; AND

SUBJECT TO ITS TERMS, THIS POLICY ALSO APPLIES TO ANY **BOOKS AND RECORDS DEMAND** FIRST RECEIVED DURING THE **POLICY PERIOD**, AND ANY **ACTIVIST INVESTOR FILING** FIRST MADE DURING THE **POLICY PERIOD**, PROVIDED SUCH **BOOKS AND RECORDS DEMAND** OR **ACTIVIST INVESTOR FILING** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.C.

AMOUNTS INCURRED AS **COSTS, CHARGES AND EXPENSES** AND **INQUIRY COSTS** SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY OR THE SUBLIMIT OF LIABILITY, IF APPLICABLE, AND ARE SUBJECT TO THE RETENTIONS. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY UNDERWRITERS TO DEFEND ANY OF THE **INSUREDS**.

2) Items C., D. and E. of the Declarations are amended to read as follows:

Item C. Limit of Liability:

1.	USD5,000,000	in the aggregate for the **Policy Period**, but sublimited to:
2.	USD250,000	in the aggregate for the **Policy Period** for all **Security Holder Demand Investigatory Costs** and **Books and Records Costs** under Insuring Clause I.D., and further sublimited to:
	USD50,000	in the aggregate for the **Policy Period** for all **Activist Investor Costs** under Insuring Clause I.D.

Such Sublimits of Liability shall be part of, and not in addition to, the applicable Limit of Liability stated in C.1 above.

Item D. Retentions:

USD Nil	each of the **Insured Persons** each **Claim**, **Investigation** or **Inquiry** but in no event exceeding
USD Nil	in the aggregate each **Claim**, **Investigation** or **Inquiry** all **Insured Persons** under Insuring Clause I.A.
USD3,500,000	each **Claim**, **Investigation** or **Inquiry** under Insuring Clause I.B., other than a **Securities Claim**
USD3,500,000	each **Securities Claim** under Insuring Clause I.B.
USD3,500,000	each **Securities Claim** under Insuring Clause I.C.
USD Nil	each **Security Holder Demand**, **Books and Records Demand** or **Activist Investor Filing** under Insuring Clause I.D.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Item E. **Insured Percentages**

100% of **Loss** in excess of retention under Insuring Clause I.A.

100% of **Loss** in excess of retention under Insuring Clause I.B.

100% of **Loss** in excess of retention under Insuring Clause I.C.

100% of **Security Holder Demand Investigatory Costs**, **Books and Records Costs** and **Activist Investor Costs** under Insuring Clause I.D.

3) Clause **I. INSURING CLAUSES** C. and D. are deleted in their entirety and replaced with the following:

C. Underwriters shall pay on behalf of the **Company**:

1. **Loss** resulting from any **Securities Claim**, other than a **Derivative Suit,** first made against the **Company** during the **Policy Period** for a **Wrongful Act**; or

2. **Costs, Charges and Expenses** incurred by the **Company** in seeking the dismissal of any **Derivative Suit** first made during the **Policy Period**, but only to the extent

(a) the **Company** is named as a nominal defendant in such **Derivative Suit**

(b) the **Insured Persons** are named and continuously maintained in such **Derivative Suit** for a **Wrongful Act**; or

3. plaintiff attorney fees and expenses awarded or approved by the court in connection with a settlement of a **Securities Claim** first made during the **Policy Period** wherein no monetary consideration would be received by any security holder of the **Company** or the **Company**.

D. Underwriters shall pay on behalf of the **Company**:

1. all **Security Holder Demand Investigatory Costs** resulting from any **Security Holder Demand** first made during the **Policy Period** for a **Wrongful Act**; or

2. all **Books and Records Costs** resulting from any **Books and Records Demand** first received by the **Company** during the **Policy Period**; or

3. all **Activist Investor Costs** resulting from any **Activist Investor Filing** first made during the **Policy Period**.

4) Clause **II. DEFINITIONS** A., B., E., F., G., H., I., J., K., N., O., P., W., X. and BB. are deleted in their entirety and replaced with the following:

A. **"Application"** means:

1. the application for this Policy (if any) including any materials submitted therewith, and

2. any public documents filed by the **Company** with the Securities and Exchange Commission during the twelve (12) month period prior to the inception date of this Policy,

all of which shall be deemed part of this Policy, as if physically attached.

B. **"Claim"** means:

1. any written demand for monetary damages, non monetary relief, injunctive relief or other relief against any of the **Insureds**, or any civil, criminal, administrative, regulatory, arbitration or mediation proceeding or other alternative dispute resolution process initiated against any of the **Insureds**, including:

(a) any appeal from any such proceeding;

(b) any proceeding before the Equal Employment Opportunity Commission or any similar federal, state, local or foreign governmental body;

(c) any **Manslaughter Claim**;

(d) in respect of Insuring Clause I.A. only, any written demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to deduct, withhold or remit taxes (including non-resident withholding taxes, goods and services taxes, salary or withholding taxes and employee source deductions), unemployment insurance contributions, or pension plan contributions; or

(e) in respect of Insuring Clause I.A. only, any written demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to pay debts for services performed by an employee of the **Company** for salary, wages or related amounts such as vacation pay or holiday pay; or

2. any extradition proceeding initiated against any of the **Insured Persons**, or the arrest and detainment or incarceration for more than twenty-four (24) hours of any of the **Insured Persons** solely with respect to their status as **Insured Persons** of the **Company**, by any law enforcement authority in a foreign jurisdiction; or

3. in respect of Insuring Clause I.D., any **Security Holder Demand**,

but shall not include any **Investigation** or **Inquiry**.

E. **Costs, Charges and Expenses"** means:

1. reasonable and necessary legal fees and expenses incurred by the **Insureds** in defense, settlement and appeal of any **Claim** or **Investigation** and cost of attachment or similar bonds, including:

(a) reasonable and necessary expert fees and **Class Certification Fees** incurred by the **Insureds** in defense, settlement and appeal of any **Claim** or in responding to any **Investigation**, and

(b) reasonable and necessary legal fees and expenses incurred by the **Insureds** in defense, settlement and appeal of:

(i) any **Claim** made against the chief executive officer or chief financial officer of the **Parent Company** seeking repayment of compensation as a result of a financial restatement of the **Company** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

(ii) any **Claim** made against the **Insured Persons** seeking repayment of compensation as a result of a financial restatement of the **Company** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith; and

2. reasonable fees and expenses incurred by the **Insureds** at the Underwriter's request to assist Underwriters in investigating a **Claim** or **Investigation;**

3. reasonable and necessary legal fees and expenses incurred by any **Insured Person** where deposed as a witness in connection with any **Claim** against any other of the **Insureds** or **Investigation** or **Inquiry** of any other **Insured Person**; and

4. in respect of coverages afforded under Clause II.B.2., reasonable costs (other than collateral) for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Persons** for bail or its equivalent required by a court in any foreign jurisdiction,

but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.

F. **"Derivative Suit"** means any lawsuit brought derivatively on behalf of the **Company** by a security holder of the **Company**.

G. **"Employment Practice Violation"** means any actual or alleged:

1. wrongful dismissal, discharge or termination of employment whether actual or constructive;

2. employment related misrepresentation;

3. violation of any federal, state, local or foreign law prohibiting discrimination in employment, including the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Law of 1964, the Pregnancy Discrimination Act of 1978, the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, the Family and Medical Leave Act of 1993, the Older Workers Benefit Protection Act of 1990, or any rule or regulation promulgated thereunder;

4. sexual or other harassment in the workplace;

5. abusive or hostile work environment;

6. wrongful deprivation of career opportunity, failure to hire, promote, or grant tenure, or wrongful demotion;

7. wrongful discipline or evaluation;

8. breach of an implied or express written employment contract or promissory estoppels;

9. failure to adopt adequate employment or workplace policies and procedures;

10. retaliation against any of the **Insured Persons** including retaliation for filing claims under the Federal False Claims Act, retaliation in connection with whistleblowing, retaliation for exercising civil rights, retaliation for union activities or in connection with strikes or lockouts; or

11. negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1. through 10. above.

H. **"Facilitation Costs"** means reasonable and necessary fees, costs and expenses (including the premium or origination fee for a loan or bond) incurred by:

1. the chief executive officer or chief financial officer of the **Parent Company** to facilitate the return of amounts required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

2. the **Insured Persons** to facilitate the return of amounts required to be repaid pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith,

provided that such fees, costs or expenses do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

I. **"Inquiry"** means:

1. (a) a request by a **Regulatory Authority** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony, or to produce documents:

(b) a request by or on behalf of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with

(i) an inquiry or investigation of any of the **Insureds** by a **Regulatory Authority**, or

(ii) a **Security Holder Demand** or a **Derivative Suit**, or

(c). a request by or on behalf of the **Company** or by a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction,

(d) a request by any court-appointed trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with any bankruptcy proceeding by or against the **Company**,

(e) in respect of Insuring Clause I.A. only, a request by or on behalf of a party to any litigation, arbitration or other type of proceeding against the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with such litigation, arbitration or proceeding, or

(f) in respect of Insuring Clause I.A. only, a request by or on behalf of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide a sworn testimony or to produce documents in connection with an investigation by the **Company**,

regarding such **Insured Person's** capacity as such or the business of the **Company**, or

2. any informal investigation of any of the **Insured Persons** by a **Regulatory Authority** after such **Insured Person** becomes aware that he or she is the subject of such investigation and, as a consequence of such investigation, retains legal counsel

Inquiry shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulatory entity.

J. **"Inquiry Costs"** means reasonable and necessary fees and expenses incurred by the **Insured Persons** in connection with such **Insured Persons** preparation for, attendance at and response to an **Inquiry**, including reasonable and necessary fees and expenses incurred by the **Insured Persons** to produce documents in his or her possession or to produce documents needed to prepare for an interview or meeting, but shall not include:

1. salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;

2. costs of complying with any discovery or other request seeking documents (including electronic information) in the possession or control of the **Company** or for which the **Company** has the direct financial responsibility to produce; or

3. any amounts incurred prior to the time that the **Inquiry** is reported to Underwriters in accordance with Clause VI.B.

K. **"Insured Persons"** means:

1. all persons who were, now are, or shall be directors, officers or risk managers of the **Company** and all persons serving in a functionally equivalent role for the **Parent Company** or any **Subsidiary** operating or incorporated outside the United States;

2. all persons who were, now are, or shall be managers or functionally equivalent roles of any limited liability company as defined in Clause II.AA.;

3. all persons who were, now are, or shall be members of the board of managers or the management committee or functionally equivalent roles of the **Company** ;

4. all persons who were, now are, or shall be managers of foreign operations of the **Company** and all persons designated at their proxies;

5. all persons who were, now are, or shall be controller or VP of Business Development of the **Company**;

6. all persons who were, now are, or shall be Vice President, Head of Legal Affairs & Corporate Compliance

7. all persons who were, now are, or shall be employees of the **Company**, but only to the extent:

   (a) any **Claim** or **Investigation** is for an **Employment Practice Violation** or is a **Securities Claim**, or

   (b) such employee is named as a co-defendant in any **Claim** or **Investigation** with any of the persons set forth in the above provisions of this definition; or

   (c) such employee has been granted indemnification by the board of directors pursuant to the **Company's** bylaws or resolution;

8. all persons who were, now are, or shall be **Employed Lawyers** of the **Company** if named as a co-defendant with any of the persons set forth in the above provisions of this definition;

9. all natural persons who were, now are, or shall be shadow directors, as defined under Section 251 of the United Kingdom Companies Act 2006, of the **Parent Company** or any **Subsidiary** operating or incorporated in the United Kingdom or the Republic of Ireland;

10. any de facto or alleged de facto director of the **Company**; and

11. any persons holding the positions of Site Manager or General Counsel of the **Parent Company**, and all persons who report directly to a Vice President, Officer or the Chief Executive Officer of the **Parent Company**; and

12. the lawful spouse or domestic partner of any of the persons set forth in the above provisions of this definition, but only to the extent the spouse or domestic partner is a party to any **Claim** or **Investigation** solely because of his or her status as the spouse or domestic partner of any such persons and only for the purposes of any **Claim** or **Investigation** seeking damages recoverable from marital community property, property jointly held by any such person and the spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner,

including their estates, heirs, legal representatives, trusts, estate planning vehicles or assigns in the event of their death, incapacity or bankruptcy.

N. **"Investigation"** means:

1. any formal investigation of any of the **Insured Persons** by a **Regulatory Authority**:

   (a) once any such **Insured Persons** are identified in writing by such **Regulatory Authority** as a person against whom a **Claim** may be brought, including without limitation receipt of a target letter, or

   (b) after the service of a subpoena or other similar written request compelling testimony or document production upon any such **Insured Persons**, or

   (c) after any such **Insured Persons** have been identified in a Wells Notice, target letter or other written notice describing actual or alleged violations of securities laws or other laws by any such **Insured Persons**;

O. **"Loss"** means:

1. (a) damages, judgments, including pre and post-judgment interest, and settlements,

   (b) **Inquiry Costs** and **Costs, Charges and Expenses**, and

   (c) punitive, exemplary or multiplied damages where the applicable law allows coverage for punitive, exemplary or multiplied damages,

   incurred by any of the **Insureds**, and

2. **Facilitation Costs**,

3. with respect to Insuring Clause I.C.3., plaintiff attorney fees and expenses awarded or approved by the court in connection with a settlement of a **Securities Claim** wherein no monetary consideration would be received by any security holder of the **Company** or the **Company**., and

4. with respect to Insuring Clause I.D., **Security Holder Demand Investigatory Costs**, **Books and Records Costs** and **Activist Investor Costs** incurred by the **Company**,

but shall not include (other than **Inquiry Costs** and **Costs, Charges and Expenses)**:

(i) taxes or the loss of tax benefits except:

a. with respect to that portion of any tax assessment imposed on any of the **Insured Persons** by a foreign jurisdiction based on Underwriters' payment of such damages, judgments, settlements, **Inquiry Costs** or **Costs, Charges and Expenses** as a foreign or non-admitted carrier; or

b. with respect to any statutory liability for such taxes owed by any of the **Insured Persons** as described in Clause II.B.1.(d);

(ii) criminal or civil fines or penalties imposed by law, except:

a. fines or civil penalties assessed against any of the **Insureds** pursuant to Section 78dd 2(g)(2)(B) or Section 78ff (c)2(B) of the Foreign Corrupt Practices Act, 15 U.S.C. or Section 11(1)(a) of the United Kingdom Bribery Act of 2010, Chapter 23 or any statute or law similar to the foregoing in any jurisdiction,

b. civil penalties assessed against any of the **Insureds** for the benefit of shareholders pursuant to Section 308 of the Sarbanes Oxley Act of 2002, or

c. under Insuring Clause I.A. only, any other fine or civil penalty imposed against any of the **Insured Persons** where the applicable law allows coverage for such fine or civil penalty, subject to a maximum sublimit of USD100,000 each of the **Insured Persons** but in no event exceeding USD1,000,000 in the aggregate for the **Policy Period** all **Insured Persons**, such sublimit shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations;

(iii) matters deemed uninsurable under the law pursuant to which this Policy shall be construed;

(iv) any wages, salary or benefits owed pursuant to the terms of any employment contract except with respect to any statutory liability for such wages, salary or benefits owed by any **Insured Persons** as described in Clause II.B.1.(e).

Notwithstanding the foregoing, Underwriters shall not assert that the portion of any judgment, settlement or **Costs, Charges and Expenses** incurred in connection with any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended, including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended, are uninsurable.

With respect to the coverage for punitive, exemplary or multiplied damages, and the insurability of taxes or the loss of tax benefits under (i) above, fines or penalties under exception (ii) above or matters under exception (iii) above, any applicable law most favourable to the insurability of such damages, taxes, fines or penalties or matters shall apply, and where the **Insureds** are able to demonstrate in good faith that such damages, taxes, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that interpretation of insurability. For purposes of this provision, "any applicable law" shall include but not be limited to the law: a) where the **Claim** seeking such damages was brought, b) where the **Wrongful Acts** giving rise to the **Claim** seeking such damages took place, c) where the **Insureds** are incorporated, have their principal place of business or reside, and d) where Underwriters are incorporated or have their principal place of business. If any of the **Insureds** present a written legal opinion stating that such damages, taxes, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that determination.

The determination of whether any of the **Insured Persons** have incurred any **Loss** shall be made without regard to:

(1) any insurance (with the exception of insurance purchased by the **Company**), and

(2) any indemnification that any of the **Insured Persons** may have from any source (other than from the **Company**), including without limitation from or as a result of any equity holder of the **Company**.

P**.** **"Management Control"** means:

1. owning interest representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the board of directors of a corporation, the members of the management board of a limited liability corporation or with respect to entities operating or organized outside the United States, persons serving in a functionally equivalent role; or

2. having the right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of the **Company** to elect, appoint or designate a majority of the board of directors of a corporation, the management committee members of a joint venture, the management board of a limited liability corporation or with respect to entities operating or organized outside of the United States, persons serving in a functionally equivalent role.

W. **"Regulatory Authority"** means any federal, state, local or foreign law enforcement or governmental authority (including but not limited to the Department of Justice, the Securities and Exchange Commission and any attorney general) or the enforcement unit of any securities exchange or similar self-regulating body.

X. **"Securities Claim"** means:

1. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** alleging any violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations of the Securities and Exchange Commission under either or both Acts, similar securities laws or regulations of any federal, state (including any state blue sky laws), local or any foreign jurisdiction, any other laws, rules, regulations or statutes regulating securities or any common law arising out of, involving, or relating to the ownership, purchase or sale of or offer to purchase or sell any securities, including any debt or equity securities, whether on the open market or through a public or private offering, or

2. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** which is brought by a security holder of the **Company** in their capacity as such, including a **Derivative Suit**,

but shall not include any **Security Holder Demand, Books and Records Demand** or **Activist Investor Filing**.

BB. "**Wrongful Act"** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty:

1. by any of the **Insured Persons**, while acting in their capacity as such, or any matter claimed against any of the **Insured Persons** solely by reason of their serving, or having served, in such capacity;

2. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** by reason of their serving, or having served, as a controlling person within the meaning of Section 15 of the Securities Act of 1933, as amended or Section 20(a) of the Securities Exchange Act 1934, as amended; or

3. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** by reason of their serving, or having served, as a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**; or

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4. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** by reason of their serving, or having served, as an **Employed Lawyer** but only in connection with the rendering or failure to render professional legal services for the **Company** and only for activities which:

   (i) are related to such **Employed Lawyer's** employment with the **Company**, including but not limited to advising Directors and Officers on corporate related transactions;

   (ii) are rendered on the behalf of the **Company** at the **Company's** direction or request, other than pro-bono work; and

   (iii) are not performed by the **Employed Lawyer** for others for a fee; and

5. by the **Company** involving a **Securities Claim**.

For the purpose of paragraph (4.) above, in the event of a disagreement between the **Company** and any **Employed Lawyer** as to whether such **Employed Lawyer** was acting "at the **Company's** direction or request" pursuant to paragraph (ii) above. Underwriters agree to abide by the determination of the **Company** on this issue and such determination shall be made by the **Company** by written notice to Underwriters within ninety (90) days after the **Claim** is first made against such **Employed Lawyer**. In the event no determination is made within such period, paragraph (4.) above shall operate as if the **Company** determined that the **Employed Lawyer** was not acting at the **Company's** direction or request.

5) Clause **II. DEFINITIONS** is amended by the addition of the following:

CC. "**Activist Investor Costs**" means reasonable and necessary fees and expenses charged by a public relations firm, crisis management firm or law firm consented to by Underwriters, in advising the **Company** on minimising potential harm to them from an **Activist Investor Filing**, including but not limited to maintaining and restoring investor confidence in the **Company**.

DD. "**Activist Investor Filing**" means a Schedule 13-D filing by one or more security holders of the **Company** where in the good-faith opinion of the chief financial officer of the **Parent Company** such security holders are likely to exercise their rights as owners through requests for dialogues with the **Insured Persons** or formal security holders proposals for inclusion in the **Company**'s proxy filings, where within a period of 24 hours of such Schedule 13-D filing being filed, there is an increase or decrease in the price per share of the **Parent Company**'s common stock by 15% of the 30 day trailing stock price.

EE. "**Books and Records Costs**" means reasonable and necessary fees and expenses incurred by the **Company** in response to a **Books and Records Demand**, but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.

FF. "**Books and Records Demand**" means a written demand made by one or more security holders of the **Company** solely to inspect the books and records of the **Company** pursuant to Section 220 of the Delaware General Corporation Law or any similar statute in any other jurisdiction.

GG. "**Class Certification Fees**" means reasonable and necessary expert fees incurred by the **Insureds** to conduct an event study to be filed with the court in opposition to class certification in any **Securities Claim**.

HH. **"Employed Lawyer**" means:

(i) any employee of the **Company** who is admitted to practice law and who is or was employed as a lawyer full time and salaried by the **Company**;

(ii) any temporary employee of the **Company** who is admitted to practice law and who is or was engaged by the **Company** via a contract with a third party to provide legal services for, or on behalf of, the **Company.**

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6) Clause **III. EXCLUSIONS** B., E., F., G., and H. are deleted in their entirety and replaced with the following:

B. based upon, arising out of or attributable to:

1. any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **Policy Period** and accepted under any other Directors and Officers Liability or Employment Practices Liability Policy of which this Policy is a renewal, replacement or which it succeeds in time,

2. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**, or

3. any suit, investigation or other proceeding pending, or order, decree or judgment entered, against any **Insured** prior to the date set forth in Item K. of the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;

E. by, on behalf of, or at the direction of the **Company**, except and to the extent that:

1. such **Claim** is a **Derivative Suit**; or

2. such **Claim** is brought in the event of the appointment of a trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official; or

3. such **Claim** is brought by a creditors committee pursuant to 2. above or by the **Company** as a debtor in possession; or

4. such **Claim** is brought against any former **Insured Persons**; or

5. such **Claim** is brought :

(a) against the chief executive officer or chief financial officer of the **Parent Company** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

(b) against the **Insured Persons** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith; or

6. such **Claim** is a **Security Holder Demand**; or

7. such **Claim** is brought subsequent to a **Corporate Takeover** by the person or entity who acquired more than fifty percent (50%) of the outstanding securities of the **Parent Company** or merged with the **Parent Company** such that the **Parent Company** is not the surviving entity; or

8. such **Claim** is brought outside the United States of America or Canada;

Notwithstanding the foregoing, Exclusion E. shall not apply to

(i) **Costs, Charges and Expenses** incurred in connection with any **Claim** or **Investigation** under Insuring Clause I.A.; or

(ii) **Inquiry Costs** resulting from an **Inquiry**

F. brought about or contributed to by:

1. any deliberately fraudulent or deliberately criminal act or omission by any of the **Insureds**, or

2. any personal profit or financial advantage gained by any of the **Insured Persons** to which they were not legally entitled,

as determined by a final non-appealable adjudication adverse to such **Insured** in the underlying action or proceeding;

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G. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Company**, which payment without such previous approval shall be determined by a final non-appealable adjudication adverse to such **Insured** in the underlying action to be in violation of the law;

Notwithstanding the foregoing:

1. Exclusions F. and G. shall not apply to **Costs, Charges and Expenses** incurred in connection with any **Claim** or **Investigation**, except with respect to any of the **Insured Persons** who are the subject of such final non-appealable adjudication; and

2. Exclusions F.2 and G. shall not apply to:

   (a) that portion of any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended; or

   (b) **Facilitation Costs** incurred in connection with that portion of any **Claim** alleging violations of Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

With respect to Exclusion F.1. for acts or omissions which are treated as a criminal violation in a jurisdiction outside the United States of America that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such jurisdiction will not, by itself, be conclusive proof that a deliberately fraudulent or deliberately criminal act or omission occurred.

H. based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed or any conduct actually or allegedly undertaken subsequent to a **Corporate Takeover**.

For the purpose of determining the applicability of any of the Exclusions:

(a) in respect of Insuring Clause I.A., no facts pertaining to, no knowledge possessed by, and no **Wrongful Act** of any of the **Insureds** shall be imputed to any other natural person,

(b) in respect of Insuring Clause I.B., the **Wrongful Act** of any of the **Insured Persons** shall be imputed to the **Company** only to the extent that the **Company** indemnifies such **Insured Persons**, and

(c) in respect of Insuring Clause I.C., only the **Wrongful Acts** of any of the **Insured Persons** who, at the time of the **Wrongful Act**, was the chief executive officer or chief financial officer of the **Parent Company** shall be imputed to the **Company**.

7) Clause **IV. LIMIT OF LIABILITY, RETENTIONS AND ORDER OF PAYMENTS** is deleted in its entirety and replaced with the following:

A. Underwriters shall be liable to pay the percentage of **Loss** set forth in Item E. of the Declarations in excess of the amount of the applicable Retention up to the Limit of Liability or Sublimit of Liability, if applicable, it being warranted that the remaining percentage of **Loss** shall be uninsured. The Retention applicable to Insuring Clause I.B. shall apply to **Loss** payable under Insuring Clause I.A. if indemnification by the **Company** is required by law or is legally permissible to the fullest extent permitted by law.

No Retention shall apply to any **Loss** under Insuring Clause I.D or to any **Class Certification Fees** incurred in connection with any **Securities Claim**.

If the Limit of Liability of this Policy is exhausted or partially eroded by payment of **Loss**, then the Limit of Liability of this Policy shall be automatically reinstated equal to an amount by which the Limit of Liability is exhausted or eroded, provided always that:

(i) such reinstated limit shall only apply to **Loss** payable under Insuring Clause I.A. and shall be excess of the limit of liability of all policies of insurance providing excess coverage above this Policy, and

(ii) such reinstated limit shall not apply to the **Claim**, **Investigation** or **Inquiry** which exhausted or partially eroded such Limit of Liability.

If the **Company** fails or refuses to advance or indemnify the **Insured Persons** for any reason within sixty (60) days of **Loss** becoming due and payable and after specific written request is made by or on behalf of any **Insured Persons**, then Underwriters shall pay **Loss** on behalf of any **Insured Persons** within the Retention applicable to Insuring Clause I.B. after Underwriters have received written and itemised documentation of such **Loss** by means of invoices or otherwise, subject to the terms, conditions and limitations of this Policy. Any payments of **Loss** by Underwriters within the Retention applicable to Insuring Clause I.B. shall serve to reduce the Limit of Liability or Sublimit of Liability, if applicable of Underwriters under the Policy. In such event, Underwriters shall be entitled to obtain reimbursement from the **Company** for all payments made by Underwriters that would not have been made had the indemnity in respect of the Retention been provided by the **Company**, unless the **Company** is unable to indemnify by reason of its insolvency.

Notwithstanding the above, if and to the extent any covered **Loss** which is within any applicable Retention under this Policy is paid on behalf of the **Insured Persons** by any other insurer pursuant to the terms and conditions of any Excess Difference in Conditions Side A policy which is specifically excess of this Policy, then such applicable Retention under this Policy shall be eroded by the amount of such payment.

B. The amount shown in Item C.1. of the Declarations shall be the maximum aggregate Limit of Liability of Underwriters under the Policy. If the Limit of Liability is reinstated, in accordance with the third paragraph of Clause IV.A., then the maximum aggregate Limit of Liability of the Underwriters under this Policy shall be an amount twice that shown in Item C.1. of the Declarations; provided, however, the maximum aggregate Limit of Liability of the Underwriters under this Policy in connection with any single **Claim**, **Investigation** or **Inquiry** shall be the amount shown in Item C.1. of the Declarations.

The amount shown in Item C.2. of the Declarations shall be the maximum aggregate Sublimit of Liability of Underwriters under the Policy for (i) all **Security Holder Demand Investigatory Costs** arising from all **Security Holder Demands**, (ii) all **Books and Records Costs** arising from all **Books and Records Demands** and (iii) all **Activist Investor Costs** from all **Activist Investor Filings** under Insuring Clause I.D. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations.

C. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or

2. the date on which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause VI.D.

D. More than one **Investigation** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed to constitute a single **Investigation** and shall be deemed to have been commenced at the earliest of the following dates:

1. the date on which the earliest **Investigation** is first commenced; or

2. the date on which the **Investigation** shall be deemed to have been commenced pursuant to Clause VI.D.

E. If an **Inquiry** is first reported to Underwriters during the **Policy Period** in accordance with Clause VI.B. then such **Inquiry** and any subsequent **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Inquiry** first reported on the date the earliest **Inquiry** is first reported.

F. If a **Books and Records Demand** is first received by the **Company** during the **Policy Period** and is reported in accordance with Clause VI.C. then such **Books and Records Demand** and any subsequent **Books and Records Demand** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Books and Records Demand** first received on the date the earliest **Books and Records Demand** was first received.

G. If an **Activist Investor Filing** is first received by the **Company** during the **Policy Period** and is reported in accordance with Clause VI.C. then such **Activist Investor Filing** and any subsequent **Activist Investor Filing** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Activist Investor Filing** first received on the date the earliest **Activist Investor Filing** was first received.

H. Any **Claim**, **Investigation**, **Inquiry**, **Books and Records Demand** or **Activist Investor Filing** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the **Activist Investor Filing** is first received;

2. the date on which the **Books and Records Demand** is first received;

3. the date on which the **Inquiry** is first reported;

4. the date on which the **Investigation** is first commenced; or

5. the date on which the **Claim** is first made.

I. In the event more than one of the Insuring Clauses set forth in Clause I. are applicable to a **Claim**, **Investigation** or **Inquiry**, the Retentions set forth in Item D. of the Declarations shall be applied separately to that part of the **Loss** resulting from such **Claim**, **Investigation** or **Inquiry** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**, **Investigation** or **Inquiry**. The total Retention as finally determined shall in no event exceed the largest of the applicable Retentions for such **Claim**, **Investigation** or **Inquiry**.

J. Payments of **Loss** by Underwriters shall reduce the Limit of Liability and any applicable Sublimit of Liability.

Underwriters shall pay **Loss** in the following order:

1. first, under Insuring Clause I.A., provided however that such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken prior to the **Company** becoming a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

2. second, under Insuring Clause I.A. where such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken on or after the **Company** became a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

3. third, under Insuring Clause I.B.; and

4. lastly, under Insuring Clauses I.C. and I.D.

Underwriters shall have no obligation to pay **Loss** after exhaustion of the Limit of Liability or Sublimit of Liability, if applicable.

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K. Underwriters shall pay **Costs, Charges and Expenses** or **Inquiry Costs** on a current basis but no less than once every ninety (90) days.

8) Clause **V. SETTLEMENTS AND DEFENSE** is deleted in its entirety and replaced with the following:

A. No **Costs, Charges and Expenses**, **Facilitation Costs**, **Inquiry Costs**, **Security Holder Demand Investigatory Costs**, **Books and Records Costs** or **Activist Investor Costs** shall be incurred without Underwriters' consent, such consent not to be unreasonably withheld, conditioned or delayed.

However, the **Insureds** may appoint defense counsel and incur **Costs, Charges and Expenses**, **Facilitation Costs** and **Inquiry Costs** during a period of fourteen (14) days of defense counsel being appointed, provided that Underwriters' consent is sought no later than fourteen (14) days after the date the first **Costs, Charges and Expenses**, **Facilitation Costs** and **Inquiry Costs** are incurred, such consent not to be unreasonably withheld, conditioned or delayed.

No settlement shall be made without Underwriters' consent, such consent not to be unreasonably withheld, conditioned or delayed. However, Underwriters' consent shall not be required for a settlement where such settlement is for an amount below the applicable Retention (inclusive of **Costs, Charges and Expenses**) provided the **Insureds** shall give Underwriters as soon as practicable details of the settlement amounts and the date the settlement is confirmed by the court.

B. It shall be the duty of the **Insureds** and not the duty of the Underwriters to defend **Claims**, **Investigations** or **Inquiries**, including the investigation, review and evaluation of any **Security Holder Demand** or to respond to any **Books and Records Demand**.

9) Clause **VI. NOTIFICATION** is deleted in its entirety and replaced with the following:

A. The **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of any **Claim** or **Investigation** as soon as practicable after the director of Risk Management , Corporate Counsel, or equivalent of the **Parent Company** first becomes aware of such **Claim** or **Investigation**, but in no event later than:

1. sixty (60) days after the end of the **Policy Period**, or

2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.

In the event that the **Insureds** fail to provide notice of a **Claim** or **Investigation** in accordance with the above, Underwriters shall not be entitled to deny coverage for the **Claim** or **Investigation** based solely upon late notice, unless Underwriters can establish that their interests were materially prejudiced by reason of such late notice.

B. If the **Insureds** elect to seek coverage for **Inquiry Costs** in connection with an **Inquiry** , the **Insureds** shall give to Underwriters notice in writing of such **Inquiry**, but in no event later than:

1. the end of the **Policy Period**, or

2. in the event this Policy is non-renewed with Underwriters, sixty (60) days after the end of the **Policy Period**.

C. If the **Company** elects to seek coverage for **Books and Records Costs** in connection with a **Books and Records Demand** or **Activist Investor Costs** in connection with an **Activist Investor Filing**, the **Company** shall give to Underwriters notice in writing of such **Books and Records Demand** or **Activist Investor Filing**, but in no event later than:

1. sixty (60) days after the end of the **Policy Period**, or

2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.

D. If the **Insureds**:

1. become aware of a specific fact, circumstance or situation which could reasonably give rise to a **Claim**, **Investigation** or **Inquiry**, or

2. receive any request to toll a period or statute of limitation which may be applicable to any **Claim**, **Investigation** or **Inquiry**,

and if the **Insureds** during the **Policy Period** give written notice to Underwriters of:

(a) the specific fact, circumstance, situation or the request to toll a period or statute of limitation;

(b) the consequences which have resulted or may result therefrom; and

(c) the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** made, **Investigation** commenced or **Inquiry** reported made subsequently arising out of such fact, circumstance, situation or the request to toll a period or statute of limitation shall be deemed for the purposes of this Policy to have been made, commenced or reported at the time such notice was first given.

E. Notice to Underwriters provided for in Clause VI. shall only be deemed effective if given to the firm shown under Item I. of the Declarations.

10) Clause VII. OTHER INSURANCE AND INDEMNIFICATION is deleted in its entirety and replaced with the following:

VII. OTHER INSURANCE AND INDEMNIFICATION

The **Insureds** and Underwriters agree that all coverage under this Policy is excess over and will not contribute with all other valid and collectible Directors and Officers Liability, Employment Practices Liability, General Liability or Fiduciary Liability insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise, unless such other Directors and Officers Liability insurance is written as specific excess insurance over the Limit of Liability provided by this policy. However, the coverage under this Policy shall apply as primary to any personal directorship liability insurance of any of the **Insured Persons** or any Directors and Officers Liability insurance issued to any equity holder of the **Company**.

In the event any **Claim** made against, or any **Investigation** of, the **Insured Persons** while acting in their capacity as, or any matter claimed against any of the **Insured Persons** solely by reason of their serving as a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**, the coverage under this Policy is excess over and will not contribute with:

A. any indemnification provided by the **Outside Entity**; and

B. all other valid and collectible insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise.

11) Clause **VIII. GENERAL CONDITION** A. Representations and Severability is deleted in its entirety and replaced with the following:

A. Representations and Severability

The particulars and statements contained in the **Application** are incorporated into and constitute a part of this Policy.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations and that this Policy is issued in reliance upon the truth of such representations;

2. that in the event that the **Application** contains misrepresentations made with the actual intent to deceive which materially affect either the acceptance of the risk or the hazard

assumed by Underwriters under this Policy, Underwriters may only seek to void coverage, *ab initio*, under the following Insuring Clauses with respect to **Claims**, **Investigations** or **Inquiries** arising from such misrepresentations:

(a) with respect to Insuring Clause I.B. to the extent the **Company** indemnifies any of the **Insured Persons** who had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

(b) with respect to Insuring Clause I.C. to the extent that the chief executive officer or chief financial officer of the **Parent Company** had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

3. that, notwithstanding the above, the **Application** shall be construed as a separate application for coverage by each of the **Insured Persons** and no knowledge possessed by any of the **Insured Persons** shall be imputed to any other natural person.

Notwithstanding the foregoing:

i) this Policy shall not be voided, in whole or in part, with respect to Insuring Clause I.A.; and

ii) this Policy shall be non-rescindable with respect to the coverage afforded under Insuring Clauses I.A., I.B., I.C. and I.D.

Underwriters agree to advance payments of **Loss** unless and until established by final non-appealable adjudication either that such advancement is not required or that coverage is void *ab initio*, subject to the condition that such advance payments by Underwriters shall be repaid to Underwriters by the **Company** or the **Insured Persons** according to their respective interests as soon as reasonably practicable after an order provides that such advancement is not required or that coverage is void *ab initio*.

12) Clause **VIII. GENERAL CONDITION** E. Valuation and Currency Clause is deleted in its entirety and replaced with the following:

E. Valuation and Currency Clause

All premiums, limits, retentions and **Loss** under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars or if **Costs, Charges and Expenses** or **Inquiry Costs** are paid in a currency other than United States dollars, payment under this Policy shall be made, at the **Parent Company's** election, either

(a) in United States dollars; or

(b) in the foreign jurisdiction at issue and in the foreign currency at issue, to the extent legally permissible

The rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due or the date such **Costs, Charges and Expenses** or **Inquiry Costs** are paid shall be used to calculate erosion of any applicable retentions and the limits of liability of this Policy.

13) Clause **VIII. GENERAL CONDITIONS** is amended by the addition of:

H. Employed Lawyers Presumptive Indemnification Clause

The **Company** will be conclusively deemed to have indemnified any **Employed Lawyer** to the extent that the **Company** is permitted or required to indemnify them pursuant to law, common or statutory, contract, or the charter or by-laws of the **Company**. The **Company** hereby agrees to indemnify any **Employed Lawyer** to the fullest extent permitted by law including the making in good faith of any required application for court approval.

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Issued to: **Gritstone bio, Inc.**

14) Clause **IX. EXTENSIONS TO THE POLICY PERIOD** D. is amended by the addition of the following after paragraphs A. and B.:

In the event either the **Optional Extension Period** or the **Predetermined Run-Off Period** is purchased and the law in any foreign country imposes a requirement for a minimum optional extension or run-off period, then the applicable period of time set forth in Item G.2 or H.2. of the Declarations shall be extended in order to comply with any such minimum optional extension or run-off period but solely with respect to any **Claim**, **Investigation** or **Inquiry** first brought and maintained in such country.

15) Clause **X. ASSISTANCE, COOPERATION AND SUBROGATION** is deleted in its entirety and replaced with the following:

X. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters or their counsel may reasonably request, and they further agree that, after a **Claim** has been made against them, an **Investigation** has been commenced against them or an **Inquiry**, **Books and Records Demand** or **Activist Investor Filing** has been received by them, they shall not take any action which in any way increases Underwriters' exposure under this Policy

. In respect of Insuring Clause I.A., the failure of any of the **Insured Persons** or the **Company** to give Underwriters or their counsel the information, assistance and cooperation that they may reasonably request shall not impair the rights of any other **Insured Person** under this Policy. In respect of Insuring Clause I.B., the failure of any of the **Insured Persons** to give Underwriters or their counsel the information, assistance and cooperation that they may reasonably request shall not impair the rights of the **Company** under this Policy with respect to any indemnification provided to any other **Insured Person**.

The reporting of matters to, and subsequent communication with a **Regulatory Authority** by the **Company** or any of the **Insured Persons**, whether pursuant to law, regulation, negotiation under a deferred prosecution agreement or otherwise will not constitute a contravention of this provision by the **Company** or such **Insured Persons**.

In the event of any payment under this Policy, Underwriters shall be subrogated to the **Insureds'** rights of recovery therefor against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be reasonably necessary to secure and preserve such rights including the execution of such documents as are necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require.

Notwithstanding the foregoing, Underwriters agree to waive their rights of subrogation against any of the **Insured Persons** except where a final non-appealable adjudication in the underlying action or proceeding adverse to such **Insured Persons** establishes that the relevant **Insured Persons** have committed a deliberately fraudulent or deliberately criminal act or omission.

16) Clause **XI. ASSIGNMENTS AND ACTION AGAINST UNDERWRITERS** is deleted in its entirety and replaced with the following:

No action shall lie against Underwriters unless the **Insureds** shall have fully complied with all of the terms of this Policy. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim**, **Investigation** or **Inquiry** against the **Insureds** to determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**, **Investigation** or **Inquiry**. Assignment of interest under this Policy shall not bind Underwriters unless their consent is endorsed hereon.

17) Clause **XIV. WORLDWIDE** is deleted in its entirety and replaced with the following:

This Policy applies only to **Claims** first made, **Investigations** first commenced, **Inquiries** first reported, **Books and Records Demands** first received and **Activist Investor Filings** first made during the **Policy Period** anywhere in the world as permitted by law.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

18) Clause **XV. SERVICE OF SUIT** is deleted in its entirety and replaced with the following:

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters at the request of any of the **Insureds** will submit to the exclusive jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. It is further agreed that service of process in such suit may be made upon the firm shown under Item M. of the Declarations, and that in such suit instituted against any one of the Underwriters upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item M. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of any of the **Insureds** to give a written undertaking to such **Insured** that it will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to the statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or any of their 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 any of the **Insureds** or any beneficiary hereunder arising out of this Policy, and hereby designate the firm shown in Item M. of the Declaration as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this Policy remain unchanged

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **9**

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **10**

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of $2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

N.M.A. 1168

Policy Number: (UMR) B0146ERUSA2301072

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0146ERUSA2301072

Date contract printed to PDF: 16:12 28 September 2023

SIGNED UNDERWRITERS

Ryan Specialty International Limited, t/s as StartPoint Executive Risks **Slip Leader**

100%
Written

S	P	0	0	0	0	3	7	8	-	0	5			

16:09 28 September 2023

100%
Signed

Ryan Specialty International Limited t/a StartPoint Executive Risk B1350RL782777D002 2023 - RNR 1458 (25%), ASP 4711 (50%), BSL 2987 (12.82%), BSL 2988 (3.20%), KI 1618 (8.98%). Premium/claims settled directly with StartPoint

Mark Peeters

Bound

Policy Number: (UMR) B0146ERUSA2301072

SETTLEMENT INFORMATION

Terms of Settlement

Settlement Due Date:	27 November 2023
Instalment Premium Period of Credit:	0
Adjustment Premium Period of Credit:	0

Ryan Specialty International Limited, t/s as StartPoint Executive Risks

Non-Bureau Leader

Mark Peeters

Policy Number: (UMR) B0146ERUSA2301072

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

RISK DETAILS:

UNIQUE MARKET REFERENCE:	B0146ERUSA2301072
TYPE:	PRIMARY CLAIMS MADE DIRECTORS AND OFFICERS LIABILITY INSURANCE.
PARENT COMPANY:	**GRITSTONE BIO, INC.**
PRINCIPAL ADDRESS:	5959 Horton Street, Suite 300 Emeryville California 94608 United States of America
POLICY PERIOD:	From: 28 September 2023 To: 28 September 2024 Both days 12.01 a.m. Local Time at the Principal Address stated above.
INTEREST:	In respect of the acts of the Insureds on behalf of the Company, as per Policy wording.

LIMIT OF LIABILITY:

USD5,000,000	in the aggregate for the Policy Period, but sublimited to:
USD250,000	in the aggregate for the Policy Period for all Security Holder Demand Investigatory Costs and Books and Records Costs under Insuring Clause I.D, and further sublimited to:
USD50,000	in the aggregate for the Policy Period for all Activist Investor Costs under Insuring Clause I.D.

Such Sublimit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated above.

RETENTION:

USD Nil	each of the Insured Persons each Claim, Investigation or Inquiry but in no event exceeding
USD Nil	in the aggregate each Claim, Investigation or Inquiry all Insured Persons under Insuring Clause I.A.
USD3,500,000	each Claim, Investigation or Inquiry under Insuring Clause I.B., other than a Securities Claim
USD3,500,000	each Securities Claim under Insuring Clause I.B.
USD3,500,000	each Securities Claim under Insuring Clause I.C.
USD Nil	each Security Holder Demand, Books and Records Demand or Activist Investor Filing under Insuring Clause I.D.

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

TERRITORIAL SCOPE: Anywhere in the world as permitted by law

CONDITIONS:

1. Policy wording: LSW4000 Advanced Boardroom and Company Protection wording plus amendments detailed herein.
2. State of Incorporation: Delaware
3. Insured Percentage:
   100% of Loss in respect of all Insuring Clauses I.A., I.B., and I.C.,
   100% of Security Holder Demand Investigatory Costs, Books and Records Costs and Activist Investor Costs under Insuring Clause I.D.
4. 12 months Optional Extension Period at 125% Additional Premium (as per Item G of the declarations.
5. Predetermined Run-Off Period:
   36 months at 150% of the total premium
   72 months at 175% of the total premium
6. Notifications of Claims to: claims@startpointum.com (with copy to claims@paragonbrokers.com)
7. Inquiry Coverage Date: 28 September 2018
8. Prior and Pending Litigation Date: 30 October 2015, but 28 September 2018 for Limits of Liability in excess of USD4,000,000 in the aggregate
9. Outside Entities: None.
10. Service of Suit Nominee: Kaufman Dolowich & Voluck, LLP, 425 California Street, Suite 2100, San Francisco, California 94104, United States of America
11. NMA1256 (amended) Nuclear Incident Exclusion Clause
12. NMA1477 (amended) Radioactive Contamination Exclusion Clause
13. NMA45 (amended) New Short Rate Cancellation Table Endorsement
14. Special Cancellation Clause (Insurer Downgrade)
15. Woodruff Sawyer Amendatory Endorsement for Gritstone Including Activist Investor Costs further amended as attached.
16. LMA3100 Sanction Limitation and Exclusion Clause
17. NMA1168 Small Additional or Return Premiums Clause

NOTICES:

1. LMA9185 TRIA Disclosure Notice (1% premium allocation)
2. LMA9098B California Surplus Lines Notice
3. LMA9030 California Surplus Lines Notice 2

SUBJECTIVITIES: None.

CHOICE OF LAW AND JURISDICTION (DISPUTES CLAUSE): Choice of Law: United States of America, State not specified at the Insureds request
Jurisdiction: United States of America, as per Service of Suit Clause.

PREMIUM: **USD400,000** (100%) for the Policy Period plus taxes as applicable

PREMIUM PAYMENT TERMS: LSW3001 60 day Premium Payment Clause

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: None.

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

RECORDING, TRANSMITTING & STORING INFORMATION:

Paragon International Insurance Brokers Ltd will maintain risk and claims data, information and documents, which may be held on paper or electronically.

INSURER CONTRACT DOCUMENTATION:

This contract documentation details the contract terms entered into by (re)insurer(s) and constitutes the contract document. Any further documentation changing this contract agreed in accordance with the contract change provisions set out in this contract shall form the evidence of such change.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix any applicable surplus lines notices to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

INFORMATION

SIC Code: 2836
Market Cap: USD154m (as of 8 August 2023)

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

SECURITY DETAILS

INSURERS LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

MODE OF EXECUTION:

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
GRITSTONE BIO, INC. et al.,[1]	)	**Case No. 24-12305 (KBO)**
	)	
Debtor.	)	
	)	
	)	

ORDER APPROVING STIPULATION BETWEEN THE REORGANIZED DEBTOR, THE LIQUIDATING TRUSTEE, AND UNDERWRITERS

Upon the *Certification of Counsel Regarding Order Approving the Stipulation Between the Reorganized Debtor, the Liquidating Trustee and Underwriters Clarifying the Plan and Authorizing and Approving Underwriters' Payment of Costs, Charges and Expenses*, and the Stipulation *Between the Reorganized Debtor, the Liquidating Trustee and Underwriters Clarifying the Plan and Authorizing and Approving Underwriters' Payment of Costs, Charges and Expenses* (the "Stipulation")[2], attached hereto as **Exhibit 1**, by and among Gritstone bio, Inc., the reorganized debtor (the "Reorganized Debtor") the Liquidating Trustee and Certain Underwriters of Lloyds, London ("Underwriters"; collectively, the "Parties"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that venue of this proceeding and the Stipulation in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

[1] The Debtor's mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor's federal tax identification number are 9534.
[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stipulation.

reviewed the Stipulation; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Stipulation is approved.

2. The Parties are authorized to enter into, perform and consummate the transactions set forth in and contemplated under the Stipulation.

3. Pursuant to 11 U.S.C. §1142, the rights and relief accorded to Underwriters clarifying the Chapter 11 Plan for Reorganization of Gritstone bio, Inc. (the "Plan") [Docket no. 601] and authorizing and approving Underwriters' advancement and/or reimbursement of **Costs, Charges and Expenses**[3] as set forth in the Stipulation is hereby authorized and approved.

4. The Court shall retain jurisdiction to resolve any and all disputes arising from or related to the Stipulation or this Order.

5. The Stipulation shall become effective immediately upon entry of this Order.

Dated: November 18th, 2025
Wilmington, Delaware

Ka B. Ow

KAREN B. OWENS
CHIEF JUDGE

[3] The terms **Costs, Charges and Expenses** have the meaning set forth in the Policy. (A copy of the Policy is annexed as Exhibit A to the Stipulation).

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
GRITSTONE BIO, INC., *et al.*,[1]	)	**Case No. 24-12305 (KBO)**
	)	
Debtor.	)	

STIPULATION CLARIFYING THE PLAN AND AUTHORIZING AND APPROVING UNDERWRITERS' PAYMENT OF COSTS, CHARGES AND EXPENSES

Gritstone bio, Inc. (the "Reorganized Debtor"), Certain Underwriters of Lloyds, London ("Underwriters") and Thomas A. Pitta, the Liquidating Trustee ("LT") of the Liquidating Trust ("Trust") (collectively, the Reorganized Debor, Underwriters and LT shall be referred to as the "Parties") under the order confirming the Chapter 11 Plan for Reorganization of Gritstone Bio, Inc. (the "Plan") [Docket No. 601], hereby Stipulate and agree (the "Stipulation"):

RECITAL

WHEREAS, pursuant to the terms and conditions of the Claims Made Directors and Officers Liability Insurance Policy No. B0146ERUSA2301072 (the "Policy") issued to Gritstone, Underwriters are required to advance and/or reimburse **Costs, Charges and Expenses**[2] incurred by **Insured Persons** incurred in connection with **Claims** that are potentially covered under the Policy and subject to a reservation of rights by Underwriters.

NOW, THEREFORE, subject to the approval of the Bankruptcy Court, the Parties hereby stipulate and agree as follows:

1. Underwriters are authorized to evaluate coverage and to advance and/or make payments under and in accordance with and limited by the terms of the Policy for **Costs, Charges and Expenses** incurred by the **Insured Persons** in connection with **Claims**, including the actions

[1] The last four digits of Gritstone Bio Inc.'s tax identification number are 9534.
[2] Terms in bold have the meaning set forth in the Policy. (A copy of the Policy is annexed as Exhibit A).

filed in the United States District Court, Northern District of California: i) the action consolidated as *In re Gritstone Bio., Inc. Securities Litigation*, originally filed on June 17, 2024[3]; and ii) *Kenneth Granville, derivatively and on behalf of Gritstone Bio, Inc. v. Andrew R. Allen, et al.* filed on August 26, 2024, subject to Underwriters' sole determination, to the extent permitted in the Policy, that the above are potentially covered under the Policy and subject to a reservation of rights by Underwriters. Any payment or advancement of **Costs, Charges and Expenses** made to, or on behalf of, the **Insured Persons** so long as authorized under the Policy and consistent with applicable law, shall not be considered property of the Debtor's estate.

2. Any and all advancements or payments of **Costs, Charges and Expenses** by Underwriters, so long as authorized under the Policy and/or applicable law, shall reduce the Policy's Limits of Liability in a like amount subject to the terms of, and to the extent permitted under, the terms and conditions of the Policy, unless or until such amounts are repaid to Underwriters.

3. Nothing in this Order shall constitute: (1) a waiver, modification or limitation of Underwriters' reservation of all rights, remedies and defenses under the Policy and otherwise; (2) a waiver, modification or limitations of any of the terms, conditions and endorsements of the Policy; or (3) a finding that such sums are due and owing, or in what amount, under the Policy.

4. Nothing in this Order shall constitute a waiver, modification or limitation of any rights, remedies, claims and defenses of the LT and the Trust, all of which are expressly reserved.

5. Nothing in this Order shall preclude the **Insured Persons** from, at any time, seeking access to other insurance policies.

6. The Bankruptcy Court shall retain exclusive jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

[3] This action was initially filed by Tammy Beal.

7. The recital set forth above is incorporated by reference as if fully set forth herein. This Stipulation constitutes the complete express agreement of the Parties concerning the subject matter hereof, and no modification or amendment of this Stipulation shall be valid unless it is in writing, signed by the Party or Parties to be charged and approved by the Bankruptcy Court.

8. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its approval.

PACHULSKI STANG ZIEHL & JONES LLP

James E. O'Neill/s
Debra I. Grassgreen, (admitted *pro hac vice*)
John W. Lucas, (admitted *pro hac vice*)
James E. O'Neill (DE Bar No. 4042)
919 North Market Street, 17th Floor
P.O. Box 8750
Wilmington, Delaware 19899-8705
Tel: 302-652-4100
Fax: 302-652-4400
Email: dgrassgreen@pszjlaw.com
jlucas@pszjlaw.com
joneill@pszjlaw.com

Counsel to the Reorganized Debtor

COLE SCHOTZ P.C.

Stuart Komrower/s
Stuart Komrower
25 Main Street
Hackensack, New Jersey 07601
Tel: (201) 489-3000
Fax: (201) 489-1536
Email: skomrower@coleshotz.com

Co-Counsel to the Liquidating Trustee

KAUFMAN DOLOWICH, LLP

Kevin M. Mattessich/s
Kevin M. Mattessich
Catherine Casavant
40 Exchange Place, 20th Floor
New York, New York 10005
Tel: (212) 485-9600
Fax: (212) 485-9700
Email: kmattessich@kaufmandolowich.com
ccasavant@kaufmandolowich.com

Counsel for Those Underwriters Subscribing to Policy No.: B0146ERUSA2301072

EXHIBIT A

UMR: B0146ERUSA2301072

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PARAGON INTERNATIONAL INSURANCE BROKERS LTD

LLOYD'S BROKERS

MARKET REFORM CONTRACT

UMR:	**B0146ERUSA2301072**
PARENT COMPANY:	**Gritstone bio, Inc.**
LIMIT OF LIABILITY:	**USD5,000,000**
POLICY PERIOD:	**From: 28 September 2023** **To: 28 September 2024**

SIGNING NOS:	

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

RISK DETAILS:

UNIQUE MARKET REFERENCE:	B0146ERUSA2301072
TYPE:	PRIMARY CLAIMS MADE DIRECTORS AND OFFICERS LIABILITY INSURANCE.
PARENT COMPANY:	**GRITSTONE BIO, INC.**
PRINCIPAL ADDRESS:	5959 Horton Street, Suite 300 Emeryville California 94608 United States of America
POLICY PERIOD:	From: 28 September 2023 To: 28 September 2024 Both days 12.01 a.m. Local Time at the Principal Address stated above.
INTEREST:	In respect of the acts of the Insureds on behalf of the Company, as per Policy wording.

LIMIT OF LIABILITY:

USD5,000,000	in the aggregate for the Policy Period, but sublimited to:
USD250,000	in the aggregate for the Policy Period for all Security Holder Demand Investigatory Costs and Books and Records Costs under Insuring Clause I.D, and further sublimited to:
USD50,000	in the aggregate for the Policy Period for all Activist Investor Costs under Insuring Clause I.D.

Such Sublimit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated above.

RETENTION:

USD Nil	each of the Insured Persons each Claim, Investigation or Inquiry but in no event exceeding
USD Nil	in the aggregate each Claim, Investigation or Inquiry all Insured Persons under Insuring Clause I.A.
USD3,500,000	each Claim, Investigation or Inquiry under Insuring Clause I.B., other than a Securities Claim
USD3,500,000	each Securities Claim under Insuring Clause I.B.
USD3,500,000	each Securities Claim under Insuring Clause I.C.
USD Nil	each Security Holder Demand, Books and Records Demand or Activist Investor Filing under Insuring Clause I.D.

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

TERRITORIAL SCOPE: Anywhere in the world as permitted by law

CONDITIONS:

1. Policy wording: LSW4000 Advanced Boardroom and Company Protection wording plus amendments detailed herein.
2. State of Incorporation: Delaware
3. Insured Percentage:
   100% of Loss in respect of all Insuring Clauses I.A., I.B., and I.C.,
   100% of Security Holder Demand Investigatory Costs, Books and Records Costs and Activist Investor Costs under Insuring Clause I.D.
4. 12 months Optional Extension Period at 125% Additional Premium (as per Item G of the declarations.
5. Predetermined Run-Off Period:
   36 months at 150% of the total premium
   72 months at 175% of the total premium
6. Notifications of Claims to: claims@startpointum.com (with copy to claims@paragonbrokers.com)
7. Inquiry Coverage Date: 28 September 2018
8. Prior and Pending Litigation Date: 30 October 2015, but 28 September 2018 for Limits of Liability in excess of USD4,000,000 in the aggregate
9. Outside Entities: None.
10. Service of Suit Nominee: Kaufman Dolowich & Voluck, LLP, 425 California Street, Suite 2100, San Francisco, California 94104, United States of America
11. NMA1256 (amended) Nuclear Incident Exclusion Clause
12. NMA1477 (amended) Radioactive Contamination Exclusion Clause
13. NMA45 (amended) New Short Rate Cancellation Table Endorsement
14. Special Cancellation Clause (Insurer Downgrade)
15. Woodruff Sawyer Amendatory Endorsement for Gritstone Including Activist Investor Costs further amended as attached.
16. LMA3100 Sanction Limitation and Exclusion Clause
17. NMA1168 Small Additional or Return Premiums Clause

NOTICES:

1. LMA9185 TRIA Disclosure Notice (1% premium allocation)
2. LMA9098B California Surplus Lines Notice
3. LMA9030 California Surplus Lines Notice 2

SUBJECTIVITIES: None.

CHOICE OF LAW AND JURISDICTION (DISPUTES CLAUSE): Choice of Law: United States of America, State not specified at the Insureds request
Jurisdiction: United States of America, as per Service of Suit Clause.

PREMIUM: **USD400,000** (100%) for the Policy Period plus taxes as applicable

PREMIUM PAYMENT TERMS: LSW3001 60 day Premium Payment Clause

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: None.

RECORDING, TRANSMITTING & STORING INFORMATION:

Paragon International Insurance Brokers Ltd will maintain risk and claims data, information and documents, which may be held on paper or electronically.

INSURER CONTRACT DOCUMENTATION:

This contract documentation details the contract terms entered into by (re)insurer(s) and constitutes the contract document. Any further documentation changing this contract agreed in accordance with the contract change provisions set out in this contract shall form the evidence of such change.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix any applicable surplus lines notices to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

INFORMATION

SIC Code: 2836
Market Cap: USD154m (as of 8 August 2023)

SECURITY DETAILS

INSURERS LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

MODE OF EXECUTION:

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

SIGNED LINES: WRITTEN LINES:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

As per PPL Security Details

SUBSCRIPTION AGREEMENT

SLIP LEADER: RSG Underwriting Managers Europe Limited trading as StartPoint

BUREAU LEADER: XIS Lloyds: Not Applicable
XIS Companies: Not Applicable

BASIS OF AGREEMENT TO CONTRACT CHANGES:

GUA (February 2014) with Professional Indemnity Schedule (May 2005) except as overridden by the specific provisions of this slip which take precedence.

Wherever practicable, between the broker and each (re)insurer which have at any time the ability to send and receive ACORD messages:

1. the broker agrees that any proposed contract change will be requested via an 'ACORD message' or using an ACORD enabled electronic trading platform;

2. whilst the parties may negotiate and agree any contract change in any legally effective manner, each relevant re(insurer) agrees to respond via an appropriate 'ACORD message' or using an ACORD enabled electronic trading platform;

3. where a (re)insurer has requested to receive notification of any contract change the broker agrees to send the notification via an 'ACORD message' or using an ACORD enabled electronic trading platform

Period Extensions:

If required, the period of this contract may be extended by up to one calendar month at expiry, subject to terms and agreement by Slip Leader only.

Agreement to Endorsements:

Slip Leader to determine whether endorsements fall into part one, part two or part three of the Schedule (May 2005) of the GUA (February 2014)

OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES FOR PART 2 GUA CHANGES ONLY

Slip Leader and Bureau Leader only

Where no other Agreement Parties for Contract Changes are so identified hereunder, the Agreement Party(ies) for Part Two changes will be Slip Leader only.

AGREEMENT PARTIES FOR CONTRACT CHANGES FOR THEIR PROPORTION ONLY:

None.

BASIS OF CLAIMS AGREEMENT:

As specified under the CLAIMS AGREEMENT PARTIES and to be managed in accordance with:

i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS - LMA9150 for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:

ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.

iii) IUA claims agreement practices.

iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

CLAIMS AGREEMENT PARTIES:

A. Claims falling within the scope of the LMA9150 to be agreed by Slip Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B: For all other claims:

i) For Lloyd's syndicates:

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's Syndicate is: Not Applicable

ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii) below:

Not Applicable

iii) Those companies that have specifically elected to agree claims in respect of their own participation:

Not Applicable

iv) All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

v) Notwithstanding anything contained in the above to the contrary, any ex-gratia payments to be agreed by each (re)insurer for their own participation.

CLAIMS ADMINISTRATION:

Broker and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties

RULES AND EXTENT OF ANY OTHER DELEGATED AUTHORITY:

None, unless otherwise specified here by any of the claims agreement parties shown above.

EXPERT(S) FEES COLLECTION:

Fees to be collected via the direct fee scheme or in accordance with Insurer's own arrangements

SETTLEMENT DUE DATE:

27 November 2023

BUREAUX ARRANGEMENTS:

- To be presented by Lloyd's Broker to Xchanging Ins-sure Services
- Where the Settlement Due Date (SDD), Premium Payment Condition (PPC) or Premium Payment Warranty (PPW) due date falls on a weekend or bank holiday, presentation to XIS on the next working day will be deemed compliant with the SDD, PPC or PPW. Where the PPC / PPW is later than the SDD, the SDD is automatically updated to be the same as the PPC / PPW.
- Delinked accounts to be presented by broker to Ins-sure.
- Underwriters authorize Xchanging Ins-sure Services to sign FDO and process Stage 2 if required.
- If PPL is used, in the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence

NON-BUREAUX ARRANGEMENTS:

- Where the Settlement Due Date (SDD), Premium Payment Condition (PPC) or Premium Payment Warranty (PPW) due date falls on a weekend or bank holiday, presentation to Insurer(s) hereon on the next working day will be deemed compliant with the SDD, PPC or PPW. Where the PPC / PPW is later than the SDD, the SDD is automatically updated to be the same as the PPC / PPW.
- If PPL is used, in the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence
- The US Surplus Lines Broker shall pay 40% of the premium to RSG StartPoint Executive Risks US and 60% of the premium to UK/London/Lloyd's Broker.

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

FISCAL AND REGULATORY

TAX PAYABLE BY UNDERWRITERS:	None.
COUNTRY OF ORIGIN:	United States of America
REGULATORY RISK LOCATION:	100% United States of America
OVERSEAS BROKER:	Woodruff Sawyer & Co 50 California Street, 12th Floor San Francisco California 94111 United States of America
SURPLUS LINES BROKER:	Woodruff Sawyer & Co 50 California Street, 12th Floor San Francisco California 94111 United States of America License No: 0E68588
STATE OF FILING:	Home State (California)
U.S. CLASSIFICATION:	Surplus Lines
ALLOCATION OF PREMIUM TO CODING:	D2: 99% 7T: 1%
REGULATORY CLIENT CLASSIFICATION:	Commercial Large Risk

PARAGON INTERNATIONAL INSURANCE BROKERS LTD.

BROKER REMUNERATION & DEDUCTIONS

FEE PAYABLE BY CLIENT:	No.
TOTAL BROKERAGE:	20%
OTHER DEDUCTIONS FROM PREMIUM:	None.

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. **The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.**

2. **The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**

3. **The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**

4. **The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.**

5. **Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from the NAIC internet website: https://naic.org/state_web_map.htm.**

6. **For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

7. **California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.**

8. **If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

D-2 (Effective January 1, 2020)

LMA9098B
10 December 2019

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

DECLARATIONS

Advanced Boardroom and Company Protection

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY **CLAIM** FIRST MADE, ANY **INVESTIGATION** FIRST COMMENCED AND ANY **INQUIRY** FIRST REPORTED DURING THE **POLICY PERIOD** PROVIDED:

(1) SUCH **CLAIM** OR **INVESTIGATION** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.A.; AND

(2) SUCH **INQUIRY** IS FIRST RECEIVED BY THE **INSURED PERSONS** ON OR AFTER THE DATE SET FORTH IN ITEM J. OF THE DECLARATIONS.

AMOUNTS INCURRED AS **COSTS, CHARGES AND EXPENSES** AND **INQUIRY COSTS** SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY OR THE SUBLIMIT OF LIABILITY, IF APPLICABLE, AND ARE SUBJECT TO THE RETENTIONS. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY UNDERWRITERS TO DEFEND ANY OF THE **INSUREDS**.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and Underwriters.

Policy No: B0146ERUSA2301072

Item A. **Parent Company:**

Gritstone bio, Inc.

Principal Address:

5959 Horton Street, Suite 300
Emeryville
California 94608
United States of America

State of Incorporation:

Delaware

Item B. **Policy Period:**

From: 28 September 2023

To: 28 September 2024

Both days 12.01 a.m. Local Time at the Principal Address stated in Item A.

Item C. **Limit of Liability:**

1. **USD5,000,000** in the aggregate for the **Policy Period**, but sublimited to:

2. **USD250,000** in the aggregate for the **Policy Period** for all **Security Holder Demand Investigatory Costs** under Insuring Clause I.D.

Such Sublimit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in C.1. above.

Item D. **Retentions:**

USD Nil	each of the **Insured Persons** each **Claim**, **Investigation** or **Inquiry** but in no event exceeding
USD Nil	in the aggregate each **Claim**, **Investigation** or **Inquiry** all **Insured Persons** under Insuring Clause I.A.
USD3,500,000	each **Claim**, **Investigation** or **Inquiry** under Insuring Clause I.B., other than a **Securities Claim**
USD3,500,000	each **Securities Claim** under Insuring Clause I.B.
USD3,500,000	each **Securities Claim** under Insuring Clause I.C.
USD Nil	each **Security Holder Demand** under Insuring Clause I.D.

Item E. **Insured Percentage:**

100% of **Loss** in excess of retention under Insuring Clause I.A.

100% of **Loss** in excess of retention under Insuring Clause I.B.

100% of **Loss** in excess of retention under Insuring Clause I.C.

100% of **Security Holder Demand Investigatory Costs** under Insuring Clause I.D.

Item F. **Premium:**

USD400,000 (100%) for the **Policy Period** plus taxes as applicable

Item G.

1. Premium for **Optional Extension Period**:	125% of the total premium as provided in Clause IX.
2. Length of **Optional Extension Period**:	12 months.

Item H.

1. Premium for **Predetermined Run-Off Period**:

150% of the total premium as provided in Clause IX., or

175% of the total premium as provided in Clause IX.

2. Length of **Predetermined Run-Off Period**:

36 months, or

72 months

Item I. **Notification pursuant to Clause VI. shall be given to:**

claims@startpointum.com (with copy to claims@paragonbrokers.com)

Item J. **Inquiry Coverage Date:**

28 September 2018

Item K. **Prior and Pending Litigation Date:**

30 October 2015, but
28 September 2018 for Limits of Liability in excess of USD4,000,000 in the aggregate

Item L. **Outside Entities:**

None.

Item M. **Service of process in any suit shall be made upon:**

Kaufman Dolowich & Voluck, LLP,
425 California Street, Suite 2100,
San Francisco,
California 94104
United States of America

Item N. **Choice of Law:**

United States of America, State not specified at the **Insureds** request

ADVANCED BOARDROOM AND COMPANY PROTECTION

In consideration of the payment of the premium, in reliance on the **Application** and subject to all of the provisions of this Policy, Underwriters and the **Insureds** agree as follows:

I. INSURING CLAUSES

A. Underwriters shall pay on behalf of the **Insured Persons**:

1. **Loss** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act**; or

2. **Loss** resulting from any **Investigation** of the **Insured Persons** first commenced during the **Policy Period**; or

3. **Inquiry Costs** resulting from any **Inquiry** first reported to Underwriters during the **Policy Period** provided such **Inquiry** is first received by the **Insured Persons** on or after the date set forth in Item J. of the Declarations.

B. Underwriters shall pay on behalf of the **Company**:

1. **Loss** which the **Company** is required or permitted or has agreed to pay as indemnification to any of the **Insured Persons** resulting from any **Claim** first made against the **Insured Persons** during the **Policy Period** for a **Wrongful Act**; or

2. **Loss** which the **Company** is required or permitted or has agreed to pay as indemnification to any of the **Insured Persons** resulting from any **Investigation** of the **Insured Persons** first commenced during the **Policy Period**; or

3. **Inquiry Costs** which the **Company** is required or permitted or has agreed to pay as indemnification to any of the **Insured Persons** resulting from any **Inquiry** first reported to Underwriters during the **Policy Period** provided such **Inquiry** is first received by the **Insured Persons** on or after the date set forth in Item J. of the Declarations.

C. Underwriters shall pay on behalf of the **Company Loss** resulting from any **Securities Claim** first made against the **Company** during the **Policy Period** for a **Wrongful Act**.

D. Underwriters shall pay on behalf of the **Company** all **Security Holder Demand Investigatory Costs** resulting from any **Security Holder Demand** first made during the **Policy Period** for a **Wrongful Act.**

II. DEFINITIONS

The following terms whenever used in this Policy in boldface type shall have the meanings indicated.

A. **"Application"** means:

1. the application for this Policy including any materials submitted therewith, and

2. any public documents filed by the **Company** with the Securities and Exchange Commission or any similar foreign authority during the twelve (12) month period prior to the inception date of this Policy,

all of which shall be deemed part of this Policy, as if physically attached.

B. **"Claim"** means:

1. any written demand for monetary damages, non monetary relief, injunctive relief or other relief against any of the **Insureds**, or any civil, criminal, administrative,

regulatory, arbitration or mediation proceeding or other alternative dispute resolution process initiated against any of the **Insureds**, including:

(a) any appeal from any such proceeding;

(b) any proceeding before the Equal Employment Opportunity Commission or any similar federal, state, local or foreign governmental body;

(c) any **Manslaughter Claim**;

(d) in respect of Insuring Clause I.A. only, any formal demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to deduct, withhold or remit taxes (including non-resident withholding taxes, goods and services taxes, salary or withholding taxes and employee source deductions), unemployment insurance contributions, or pension plan contributions; or

(e) in respect of Insuring Clause I.A. only, any formal demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to pay debts for services performed by an employee of the **Company** for salary, wages or related amounts such as vacation pay or holiday pay; or

3. any extradition proceeding initiated against any of the **Insured Persons**, or the arrest and detainment or incarceration for more than twenty-four (24) hours of any of the **Insured Persons** solely with respect to their status as **Insured Persons** of the **Company**, by any law enforcement authority in a foreign jurisdiction in conjunction with any proceeding described in 1. above or an **Investigation** or **Inquiry**; or

4. in respect of Insuring Clause I.D., any **Security Holder Demand**,

but shall not include any **Investigation** or **Inquiry**.

C. **"Company"** means:

1. the **Parent Company**;

2. any **Subsidiary**;

3. the **Parent Company** or any **Subsidiary** as a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

4. any foundation, charitable trust or political action committee totally funded or controlled by the **Parent Company** or any **Subsidiary**.

D. **"Corporate Takeover"** means:

1. the acquisition by any person or entity of more than fifty percent (50%) of the outstanding securities of the **Parent Company** representing the present right to vote for the election of directors; or

2. the merger of the **Parent Company** into another entity such that the **Parent Company** is not the surviving entity.

E. **"Costs, Charges and Expenses"** means:

1. reasonable and necessary legal fees and expenses including reasonable and necessary expert fees incurred by the **Insureds** in defense and appeal of any **Claim** or **Investigation** and cost of attachment or similar bonds, and

2. in respect of coverages afforded under Clause II.B.2., reasonable costs (other than collateral) for a bond or other financial instrument to guarantee the contingent obligation

of the **Insured Persons** for bail or its equivalent required by a court in any foreign jurisdiction,

but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.

F. **"Derivative Suit"** means any lawsuit brought derivatively on behalf of the **Company** by a security holder of the **Company** against any of the **Insured Persons**.

G. **"Employment Practice Violation"** means any actual or alleged:

1. wrongful dismissal, discharge or termination of employment whether actual or constructive;

2. employment related misrepresentation;

3. violation of any federal, state, local or foreign law prohibiting discrimination in employment, including the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Law of 1964, the Pregnancy Discrimination Act of 1978, the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, the Family and Medical Leave Act of 1993, the Older Workers Benefit Protection Act of 1990, or any rule or regulation promulgated thereunder;

4. sexual or other harassment in the workplace;

5. abusive or hostile work environment;

6. wrongful deprivation of career opportunity, failure to hire, promote, or grant tenure, or wrongful demotion;

7. wrongful discipline or evaluation;

8. breach of an implied employment contract or promissory estoppels;

9. failure to adopt adequate employment or workplace policies and procedures;

10. retaliation against any of the **Insured Persons** including retaliation for filing claims under the Federal False Claims Act, retaliation in connection with whistleblowing, retaliation for exercising civil rights, retaliation for union activities or in connection with strikes or lockouts; or

11. negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1. through 10. above.

H. **"Facilitation Costs"** means reasonable and necessary fees, costs and expenses (including the premium or origination fee for a loan or bond) incurred by:

1. the chief executive officer or chief financial officer of the **Parent Company** solely to facilitate the return of amounts required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

2. the **Insured Persons** solely to facilitate the return of amounts required to be repaid pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith,

provided that such fees, costs or expenses do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

I. **"Inquiry"** means:

1. a request by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear for an interview or meeting or to produce documents in connection with:

   (a) an inquiry or investigation of any of the **Insureds** by a **Regulatory Authority**, or

   (b) a **Security Holder Demand**, or

2. a request by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding solely against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction,

regarding such **Insured Persons** capacity as such or the business of the **Company**, but shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulatory entity.

J. **"Inquiry Costs"** means reasonable and necessary fees and expenses incurred by the **Insured Persons** solely in connection with such **Insured Persons** preparation for and response to an **Inquiry**, but shall not include:

1. salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;

2. costs of complying with any discovery or other request seeking documents (including electronic information) in the possession or control of the **Company** or for which the **Company** has the direct financial responsibility to produce; or

3. any amounts incurred prior to the time that the **Inquiry** is reported to Underwriters in accordance with Clause VI.B.

K. **"Insured Persons"** means:

1. all persons who were, now are, or shall be directors, officers or risk managers of the **Company** and all persons serving in a functionally equivalent role for the **Parent Company** or any **Subsidiary** operating or incorporated outside the United States;

2. all persons who were, now are, or shall be managers or functionally equivalent roles of any limited liability company as defined in Clause II.AA.;

3. all persons who were, now are, or shall be members of the board of managers of the **Company**;

4. all persons who were, now are, or shall be employees of the **Company**, but only to the extent:

   (a) any **Claim** or **Investigation** is for an **Employment Practice Violation** or is a **Securities Claim**, or

   (b) such employee is named as a co-defendant in any **Claim** or **Investigation** with any of the persons set forth in the above provisions of this definition;

5. all natural persons who were, now are, or shall be shadow directors, as defined under Section 251 of the United Kingdom Companies Act 2006, of the **Parent Company** or any **Subsidiary** operating or incorporated in the United Kingdom or the Republic of Ireland;

6. any de facto or alleged de facto director of the **Company**; and

7. the lawful spouse or domestic partner of any of the persons set forth in the above provisions of this definition, but only to the extent the spouse or domestic partner is a party to any **Claim** or **Investigation** solely because of his or her status as the spouse or domestic partner of any such persons and only for the purposes of any **Claim** or **Investigation** seeking damages recoverable from marital community property, property jointly held by any such person and the spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner,

including their estates, heirs, legal representatives, trusts, estate planning vehicles or assigns in the event of their death, incapacity or bankruptcy.

L. **"Insureds"** means the **Company** and the **Insured Persons**.

M. **"Interrelated Wrongful Acts"** means **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

N. **"Investigation"** means:

1. any formal investigation of any of the **Insured Persons** by a **Regulatory Authority**:

(a) once any such **Insured Persons** are identified in writing by such **Regulatory Authority** as a person against whom a **Claim** may be brought, including without limitation receipt of a target letter, or

(b) after the service of a subpoena or other similar written request compelling witness testimony or document production upon any such **Insured Persons**, or

(c) after any such **Insured Persons** have been identified in a Wells Notice, target letter or other written notice describing actual or alleged violations of securities laws or other laws by any such **Insured Persons**; or

2. in respect of Insuring Clause I.A. only, any informal investigation of any of the **Insured Persons** by the Securities and Exchange Commission or any similar federal, state, local or foreign governmental body with jurisdiction over violations of securities laws after such **Insured Person** becomes aware that they are the subject of such investigation and, as a consequence of such investigation, retains legal counsel.

O. **"Loss"** means:

1. (a) damages, judgments, including pre and post-judgment interest, and settlements,

(b) **Inquiry Costs** and **Costs, Charges and Expenses**, and

(c) punitive, exemplary or multiplied damages where the applicable law allows coverage for punitive, exemplary or multiplied damages,

incurred by any of the **Insureds**, and

2. **Facilitation Costs**, and

3. with respect to Insuring Clause I.D., **Security Holder Demand Investigatory Costs** incurred by the **Company**,

but shall not include (other than **Inquiry Costs** and **Costs, Charges and Expenses)**:

(i) taxes or the loss of tax benefits except:

a. with respect to that portion of any tax assessment imposed on any of the **Insured Persons** by a foreign jurisdiction based on Underwriters' payment of such damages, judgments, settlements, **Inquiry Costs** or **Costs, Charges and Expenses** as a foreign or non-admitted carrier; or

b. with respect to any statutory liability for such taxes owed by any of the **Insured Persons** as described in Clause II.B.1.(d);

(ii) criminal or civil fines or penalties imposed by law, except:

a. fines or civil penalties assessed against any of the **Insureds** pursuant to Section 78dd 2(g)(2)(B) or Section 78ff (c)2(B) of the Foreign Corrupt Practices Act, 15 U.S.C. or Section 11(1)(a) of the United Kingdom Bribery Act of 2010, Chapter 23 or any statute or law similar to the foregoing in any jurisdiction,

b. civil penalties assessed against any of the **Insureds** for the benefit of shareholders pursuant to Section 308 of the Sarbanes Oxley Act of 2002, or

c. under Insuring Clause I.A. only, any other fine or civil penalty imposed against any of the **Insured Persons** where the applicable law allows coverage for such fine or civil penalty, subject to a maximum sublimit of USD 10,000 each of the **Insured Persons** but in no event exceeding USD 100,000 in the aggregate for the **Policy Period** all **Insured Persons**, such sublimit shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations;

(iii) matters deemed uninsurable under the law pursuant to which this Policy shall be construed;

(iv) any wages, salary or benefits owed pursuant to the terms of any employment contract except with respect to any statutory liability for such wages, salary or benefits owed by any **Insured Persons** as described in Clause II.B.1.(e).

Notwithstanding the foregoing, Underwriters shall not assert that the portion of any judgment, settlement or **Costs, Charges and Expenses** incurred in connection with any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended, including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended, are uninsurable.

With respect to the coverage for punitive, exemplary or multiplied damages, and the insurability of fines or penalties under exception (ii) above or matters under exception (iii) above, any applicable law most favourable to the insurability of such damages, fines or penalties or matters shall apply, and where the **Insureds** are able to demonstrate in good faith that such damages, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that interpretation of insurability. For purposes of this provision, "any applicable law" shall include but not be limited to the law: a) where the **Claim** seeking such damages was brought, b) where the **Wrongful Acts** giving rise to the **Claim** seeking such damages took place, c) where the **Insureds** are incorporated, have their principal place of business or reside, and d) where Underwriters are incorporated or have their principal place of business. If any of the **Insureds** present a written legal opinion stating that such damages, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that determination.

The determination of whether any of the **Insured Persons** have incurred any **Loss** shall be made without regard to:

(1) any insurance (with the exception of insurance purchased by the **Company**), and

(2) any indemnification that any of the **Insured Persons** may have from any source (other than from the **Company**), including without limitation from or as a result of any equity holder of the **Company**.

P. **"Management Control"** means:

1. owning interest representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the board of directors of a corporation, the members of the management board of a limited liability corporation or

with respect to entities operating or organized outside the United States, persons serving in a functionally equivalent role; or

2. having the right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of the **Company** to elect, appoint or designate a majority of the board of directors of a corporation, the management board of a limited liability corporation or with respect to entities operating or organized outside of the United States, persons serving in a functionally equivalent role.

Q. **"Manslaughter Claim"** means the prosecution of any of the **Insured Persons** for involuntary, constructive or gross negligence manslaughter before the Crown Prosecution Service, the Procurator Fiscal or any similar authority with jurisdiction over any corporate manslaughter violation.

R. **"Optional Extension Period"** means the period described in Clause IX.A.

S. **"Outside Entity"** means:

1. any not-for-profit organization, community chest, fund or foundation;

2. any for-profit organization whose securities are not publicly owned or traded where the **Insured Persons** serve with such organization at the specific request of the **Company**; or

3. any other organization specified in Item L. of the Declarations.

T. **"Parent Company"** means the entity named in Item A. of the Declarations.

U. **"Policy Period"** means the period from the effective date and hour of this Policy to the Policy expiration date and hour as set forth in Item B. of the Declarations, or its earlier cancellation date and hour, if any, or the end of the **Optional Extension Period**, **Predetermined Run-Off Period** or the Retired and Resigned Insured Person Extension, if purchased.

V. **"Predetermined Run-Off Period"** means the period described in Clause VIII.B.

W. **"Regulatory Authority"** means any federal, state, local or foreign law enforcement or governmental authority (including the Department of Justice, the Securities and Exchange Commission and any attorney general) or the enforcement unit of any securities exchange or similar self-regulating body.

X. **"Securities Claim"** means:

1. (a) any demand or proceeding described in Clause II.B.1. against any of the **Insureds**, other than an administrative or regulatory proceeding, or

(b) any administrative or regulatory proceeding initiated:

(i) against any of the **Insured Persons**, or

(ii) against any of the **Insured Persons** and the **Company** but only during the time the **Insured Persons** and the **Company** are continuously maintained in such proceeding,

alleging any violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations of the Securities and Exchange Commission under either or both Acts, similar securities laws or regulations of any federal, state (including any state blue sky laws), local or any foreign jurisdiction, any other laws, rules, regulations or statutes regulating securities or any common law arising out of, involving, or relating to the ownership, purchase or sale of or offer to purchase or sell any securities of the **Company**, including any debt or equity securities, whether on the open market or through a public or private offering, or

2. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** which is brought by a security holder of the **Company** in their capacity as such, including a **Derivative Suit**,

but shall not include any **Security Holder Demand**.

Y. **"Security Holder Demand"** means any written demand made by one or more security holders of the **Company** upon the **Company's** Board of Directors to bring a civil proceeding against any of the **Insured Persons** for a **Wrongful Act**.

Z. **"Security Holder Demand Investigatory Costs"** means reasonable fees and expenses incurred by the **Company** in connection with the investigation, review or evaluation of any **Security Holder Demand**.

AA. **"Subsidiary"** means any entity, including but not limited to any limited liability company, over which the **Parent Company** directly or indirectly had or has **Management Control**, if the **Parent Company**:

1. had **Management Control** of such entity prior to or on the inception date of this Policy;

2. first has **Management Control** of such entity after the inception date of this Policy provided the assets of the entity do not exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement; or

3. first has **Management Control** of such entity after the inception date of this Policy provided that if the assets of the entity exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement, the provisions of Clause VIII.B.1. must be fulfilled,

provided, that this Policy only provides coverage for any **Wrongful Act** committed or any conduct undertaken while the **Parent Company** had **Management Control** of such entity.

BB. **"Wrongful Act"** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty:

1. by any of the **Insured Persons**, while acting in their capacity as such, or any matter claimed against any of the **Insured Persons** solely by reason of their serving in such capacity;

2. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** solely by reason of their serving as:

(a) a controlling person within the meaning of Section 15 of the Securities Act of 1933, as amended or Section 20(a) of the Securities Exchange Act 1934, as amended; or

(b) a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**; and

3. by the **Company** involving a **Securities Claim**.

III. EXCLUSIONS

Underwriters shall not be liable to make any payment in connection with that portion of any **Claim**, **Investigation** or **Inquiry**:

A. for actual or alleged sickness, disease, death, false arrest, false imprisonment, damage to or destruction of tangible property (including loss of use thereof) or, except to the extent the **Claim** or **Investigation** is for an **Employment Practice Violation**, for bodily injury, assault, battery, invasion of privacy, mental anguish, emotional distress, libel, slander or defamation; provided, however, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A.,

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**,

3. a **Manslaughter Claim**, or

4. an **Inquiry** brought by the **Company** or a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding solely against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction;

B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **Policy Period** and accepted under any other Directors and Officers Liability or Employment Practices Liability Policy of which this Policy is a renewal, replacement or which it succeeds in time,

2. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**, or

3. any written demand, suit, investigation or other proceeding pending, or order, decree or judgment entered, against any **Insured** prior to the date set forth in Item K. of the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;

C. for any actual or alleged seepage, pollution or contamination of any kind; provided, however, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A., or

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**;

D. for violation of the Employee Retirement Income Security Act of 1974 or the Fair Labor Standards Act of 1938 (except the Equal Pay Act), any regulations promulgated thereunder or similar provisions of any federal, state or local law; provided, however:

1. this exclusion shall not apply to the coverage afforded under Insuring Clause I.A.; and

2. this exclusion shall only apply with respect to benefit plans sponsored by the **Company**;

E. by, on behalf of, or at the direction of the **Company**, except and to the extent that:

1. such **Claim** is a **Derivative Suit**; or

2. such **Claim** is brought in the event of the appointment of a trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official; or

3. such **Claim** is brought by a creditors committee pursuant to 2. above or by the **Company** as a debtor in possession; or

4. such **Claim** is brought against any former **Insured Persons**; or

5. such **Inquiry** is brought in connection with an inquiry or investigation by a **Regulatory Authority**; or

6. such **Claim** is brought :

(a) against the chief executive officer or chief financial officer of the **Parent Company** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

(b) against the **Insured Persons** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith; or

7. such **Claim** is a **Security Holder Demand**; or

8. such **Claim** is brought subsequent to a **Corporate Takeover** by the person or entity who acquired more than fifty percent (50%) of the outstanding securities of the **Parent Company** or merged with the **Parent Company** such that the **Parent Company** is not the surviving entity; or

9. such **Claim** is brought outside the United States of America, Canada, or any other common law jurisdiction;

Notwithstanding the foregoing, Exclusion E. shall not apply to **Costs, Charges and Expenses** incurred in connection with any **Claim** or **Investigation** under Insuring Clause I.A.;

F. brought about or contributed to by:

1. any deliberately fraudulent or deliberately criminal act or omission by any of the **Insureds**, or

2. any personal profit or financial advantage gained by any of the **Insured Persons** to which they were not legally entitled,

as determined by a final non-appealable adjudication in any action or proceeding (other than an action or proceeding initiated by Underwriters to determine coverage under this Policy);

G. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Company**, which payment without such previous approval shall be determined by a final non-appealable adjudication in any action or proceeding (other than an action or proceeding initiated by Underwriters to determine coverage under this Policy) to be in violation of the law;

Notwithstanding the foregoing, Exclusions F.2 and G. shall not apply to:

1. that portion of any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended; or

2. **Facilitation Costs** incurred in connection with that portion of any **Claim** alleging violations of Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

With respect to Exclusion F.1. for acts or omissions which are treated as a criminal violation in a jurisdiction outside the United States of America that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such jurisdiction will not, by itself, be conclusive proof that a deliberately fraudulent or deliberately criminal act or omission occurred.

H. based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed or any conduct actually or allegedly undertaken subsequent to a **Corporate Takeover**.

For the purpose of determining the applicability of any of the Exclusions:

(a) in respect of Insuring Clause I.A., no facts pertaining to, no knowledge possessed by, and no **Wrongful Act** of any of the **Insureds** shall be imputed to any other natural person,

(b) in respect of Insuring Clause I.B., the **Wrongful Act** of any of the **Insured Persons** shall be imputed to the **Company** only to the extent that the **Company** indemnifies such **Insured Persons**, and

(c) in respect of Insuring Clause I.C., only the **Wrongful Acts** of any past, present or future chief executive officer or chief financial officer of the **Parent Company** shall be imputed to the **Company**.

IV. LIMIT OF LIABILITY, RETENTIONS AND ORDER OF PAYMENTS

A. Underwriters shall be liable to pay the percentage of **Loss** set forth in Item E. of the Declarations in excess of the amount of the applicable Retention up to the Limit of Liability or Sublimit of Liability, if applicable, it being warranted that the remaining percentage of **Loss** shall be uninsured. The Retention applicable to Insuring Clause I.B. shall apply to **Loss** payable under Insuring Clause I.A. if indemnification by the **Company** is required by law or is legally permissible to the fullest extent permitted by law.

No Retention shall apply to any **Loss** under Insuring Clause I.D.

If the Limit of Liability of this Policy is exhausted or partially eroded by payment of **Loss**, then the Limit of Liability of this Policy shall be automatically reinstated equal to an amount by which the Limit of Liability is exhausted or eroded, provided always that:

1. such reinstated limit shall only apply to **Loss** payable under Insuring Clause I.A. and shall be excess of the limit of liability of all policies of insurance providing excess coverage above this Policy, and

2. such reinstated limit shall not apply to the **Claim**, **Investigation** or **Inquiry** which exhausted or partially eroded such Limit of Liability.

If the **Company** fails or refuses to advance or indemnify the **Insured Persons** for any reason within sixty (60) days of **Loss** becoming due and payable and after specific written request is made by or on behalf of any **Insured Persons**, then Underwriters shall pay **Loss** on behalf of any **Insured Persons** within the Retention applicable to Insuring Clause I.B. after Underwriters have received written and itemised documentation of such **Loss** by means of invoices or otherwise, subject to the terms, conditions and limitations of this Policy. Any payments of **Loss** by Underwriters within the Retention applicable to Insuring Clause I.B. shall serve to reduce the Limit of Liability or Sublimit of Liability, if applicable of Underwriters under the Policy. In such event, Underwriters shall be entitled to obtain reimbursement from the **Company** for all payments made by Underwriters that would not have been made had the indemnity in respect of the Retention been provided by the **Company**, unless the **Company** is unable to indemnify by reason of its insolvency.

Notwithstanding the above, if and to the extent any covered **Loss** which is within any applicable Retention under this Policy is paid on behalf of the **Insured Persons** by any other insurer pursuant to the terms and conditions of any Excess Difference in Conditions Side A policy which is specifically excess of this Policy, then such applicable Retention under this Policy shall be eroded by the amount of such payment.

B. The amount shown in Item C.1. of the Declarations shall be the maximum aggregate Limit of Liability of Underwriters under the Policy. If the Limit of Liability is reinstated, in accordance with the third paragraph of Clause IV.A., then the maximum aggregate Limit of Liability of the Underwriters under this Policy shall be an amount twice that shown in Item C.1. of the Declarations; provided, however, the maximum aggregate Limit of Liability of the Underwriters under this Policy in connection with any single **Claim**, **Investigation** or **Inquiry** shall be the amount shown in Item C.1. of the Declarations.

The amount shown in Item C.2. of the Declarations shall be the maximum aggregate Sublimit of Liability of Underwriters under the Policy for all **Security Holder Demand Investigatory Costs** arising from all **Security Holder Demands** under Insuring Clause I.D. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations.

C. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or

2. the date on which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause VI.C.

D. More than one **Investigation** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed to constitute a single **Investigation** and shall be deemed to have been commenced at the earliest of the following dates:

1. the date on which the earliest **Investigation** is first commenced; or

2. the date on which the **Investigation** shall be deemed to have been commenced pursuant to Clause VI.C.

E. If an **Inquiry** is first reported to Underwriters during the **Policy Period** in accordance with Clause VI.B. then such **Inquiry** and any subsequent **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Inquiry** first reported on the date the earliest **Inquiry** is first reported.

F. Any **Claim**, **Investigation** or **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the **Inquiry** is first reported;

2. the date on which the **Investigation** is first commenced; or

3. the date on which the **Claim** is first made.

G. In the event more than one of the Insuring Clauses set forth in Clause I. are applicable to a **Claim**, **Investigation** or **Inquiry**, the Retentions set forth in Item D. of the Declarations shall be applied separately to that part of the **Loss** resulting from such **Claim**, **Investigation** or **Inquiry** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**, **Investigation** or **Inquiry**. The total Retention as finally determined shall in no event exceed the largest of the applicable Retentions for such **Claim**, **Investigation** or **Inquiry**.

H. Payments of **Loss** by Underwriters shall reduce the Limit of Liability and any applicable Sublimit of Liability.

Underwriters shall pay **Loss** in the following order:

1. first, under Insuring Clause I.A., provided however that such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken prior to the **Company** becoming a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

2. second, under Insuring Clause I.A. where such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken on or after the **Company** became a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

3. third, at the written request of the chief executive officer of the **Parent Company**, Underwriters shall either pay or withhold **Loss** payable under Insuring Clause I.B.; and

4. lastly, at the written request of the chief executive officer of the **Parent Company**, Underwriters shall either pay or withhold **Loss** payable under Insuring Clauses I.C. and I.D.

In the event Underwriters withhold payment pursuant to sub-paragraphs 3. and 4. above, then Underwriters shall, at such time and in such manner as shall be set forth in the instructions of the chief executive officer of the **Parent Company**, remit such payment to the **Company** or directly to or on behalf of the **Insured Persons**.

Underwriters shall have no obligation to pay **Loss** after exhaustion of the Limit of Liability or Sublimit of Liability, if applicable, regardless of whether the **Parent Company** has withheld payment.

I. Underwriters shall pay **Costs, Charges and Expenses** or **Inquiry Costs** on a current basis but no less than once every ninety (90) days.

V. SETTLEMENTS AND DEFENSE

A. No settlement shall be made and no **Costs, Charges and Expenses**, **Facilitation Costs**, **Inquiry Costs** or **Security Holder Demand Investigatory Costs** shall be incurred without Underwriters' consent, such consent not to be unreasonably withheld. However, Underwriters' consent shall not be required for a settlement where such settlement is for an amount below the applicable Retention (inclusive of **Costs, Charges and Expenses**) provided the **Insureds** shall give Underwriters as soon as practicable details of the settlement amounts and the date the settlement is confirmed by the court.

B. It shall be the duty of the **Insureds** and not the duty of the Underwriters to defend **Claims**, **Investigations** or **Inquiries**, including the investigation, review and evaluation of any **Shareholder Derivative Demand**.

VI. NOTIFICATION

A. The **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of any **Claim** or **Investigation** as soon as practicable after the risk manager, general counsel, chief executive officer or chief financial officer or equivalent of the **Parent Company** first becomes aware of such **Claim** or **Investigation**, but in no event later than:

1. sixty (60) days after the end of the **Policy Period**, or

2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.

B. If the **Insureds** elect to seek coverage for **Inquiry Costs** in connection with an **Inquiry**, the **Insureds** shall give to Underwriters notice in writing of such **Inquiry**, but in no event later than:

1. the end of the **Policy Period**, or

2. in the event this Policy is non-renewed with Underwriters, sixty (60) days after the end of the **Policy Period**.

C. If the **Insureds**:

1. become aware of a specific fact, circumstance or situation which could reasonably give rise to a **Claim** or **Investigation**, or

2. receive any request to toll a period or statute of limitation which may be applicable to any **Claim** or **Investigation**,

and if the **Insureds** during the **Policy Period** give written notice to Underwriters of:

(a) the specific fact, circumstance, situation or the request to toll a period or statute of limitation;

(b) the consequences which have resulted or may result therefrom; and

(c) the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** or **Investigation** made subsequently arising out of such fact, circumstance, situation or the request to toll a period or statute of limitation shall be deemed for the purposes of this Policy to have been made or commenced at the time such notice was first given.

D. Notice to Underwriters provided for in Clause VII. shall only be deemed effective if given to the firm shown under Item I. of the Declarations.

VII. OTHER INSURANCE AND INDEMNIFICATION

The **Insureds** and Underwriters agree that all coverage under this Policy is excess over and will not contribute with all other valid and collectible Directors and Officers Liability, Employment Practices Liability, General Liability or Fiduciary Liability insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. However, the coverage under this Policy shall apply as primary to any personal directorship liability insurance of any of the **Insured Persons** or any Directors and Officers Liability insurance issued to any equity holder of the **Company**.

In the event any **Claim** made against, or any **Investigation** of, the **Insured Persons** while acting in their capacity as, or any matter claimed against any of the **Insured Persons** solely by reason of their serving as a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**, the coverage under this Policy is excess over and will not contribute with:

A. any indemnification provided by the **Outside Entity**; and

B. all other valid and collectible insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise.

VIII. GENERAL CONDITIONS

A. Representations and Severability

The particulars and statements contained in the **Application** are incorporated into and constitute a part of this Policy.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations and that this Policy is issued in reliance upon the truth of such representations;

2. that in the event that the **Application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by Underwriters under this Policy, Underwriters may only seek to void coverage, *ab initio*, under the following Insuring Clauses with respect to **Claims**, **Investigations** or **Inquiries** arising from such misrepresentations:

   (a) with respect to Insuring Clause I.B. to the extent the **Company** indemnifies any of the **Insured Persons** who had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

(b) with respect to Insuring Clause I.C. to the extent that the chief executive officer or chief financial officer of the **Parent Company** had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

3. that, notwithstanding the above, the **Application** shall be construed as a separate application for coverage by each of the **Insured Persons** and no knowledge possessed by any of the **Insured Persons** shall be imputed to any other natural person.

Notwithstanding the foregoing:

i) this Policy shall not be voided, in whole or in part, with respect to Insuring Clause I.A.; and

ii) this Policy shall be non-rescindable with respect to the coverage afforded under Insuring Clauses I.A., I.B., I.C. and I.D.

Underwriters agree to advance payments of **Loss** unless and until an order by a court of competent jurisdiction provides either that such advancement is not required or that coverage is void *ab initio*, subject to the condition that such advance payments by Underwriters shall be repaid to Underwriters by the **Company** or the **Insured Persons** according to their respective interests as soon as reasonably practicable after an order provides that such advancement is not required or that coverage is void *ab initio*.

B. Adjustment Clause

1. This Policy is issued and the premium computed on the basis of the information submitted to Underwriters as part of the **Application**.

In the event the **Company**:

(a) acquires any other entity or acquires substantially all of the assets of another entity where such assets acquired exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement, or

(b) merges with another entity such that the **Company** is the surviving entity where such assets of the merged entity exceed twenty-five percent (25%) of the consolidated assets of the **Company** as set forth in the **Company's** most recent audited financial statement, or

(c) acquires a **Subsidiary** as defined in Clause II.AA.3.

after the inception of this Policy, coverage shall be afforded for a period of ninety (90) days for any **Loss** in any way involving the assets acquired or the assets, liabilities, directors, officers or employees of the entity acquired or merged with, or such **Subsidiary**, but only with respect to any **Wrongful Act** committed or any conduct undertaken on or after the date such entity is acquired, merged with or became a **Subsidiary**. Coverage beyond such ninety (90) day period shall only be available if:

i) written notice of such transaction or event is given to Underwriters by the **Parent Company**;

ii) the **Parent Company** provides Underwriters with such information in connection therewith as Underwriters may deem necessary;

iii) the **Insureds** accept any special terms, conditions, exclusions or additional premium charge as may be required by Underwriters; and

iv) Underwriters, at their sole discretion, agree to provide such coverage.

2. In the event any entity ceased to be a **Subsidiary** as defined herein after the inception date of this Policy, or of any policy of which this Policy is a renewal or replacement, this Policy, subject to its terms, shall continue to apply to any of the **Insured Persons** who were covered under this Policy because of their service with such entity and to such **Subsidiary** but only with respect to any **Wrongful Act** committed or allegedly committed or any conduct undertaken or allegedly undertaken prior to the time such entity ceased to be a **Subsidiary**.

3. Except if an **Predetermined Run-Off Period** is purchased in accordance with Clause IX.B., in the event of a **Corporate Takeover** after the inception date of this Policy or of any policy issued by Underwriters of which this Policy is a renewal or replacement, this Policy, subject to its terms, shall continue to apply to the **Insured Persons** and to the **Company** but only with respect to any **Wrongful Act** committed or allegedly committed or any conduct undertaken or allegedly undertaken prior to the **Corporate Takeover**.

C. Cancellation Clause

1. By acceptance of this Policy, the **Insureds** hereby confer the exclusive power and authority to cancel this Policy on their behalf to the **Parent Company**. Such entity may cancel this Policy by surrender thereof to Underwriters, or by mailing to Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

2. Underwriters may cancel this Policy only for nonpayment of premium by mailing to the **Parent Company** written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by Underwriters shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder.

3. If this Policy is cancelled pursuant to 1. hereinabove, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy is cancelled pursuant to 2. hereinabove, Underwriters shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by Underwriters shall not be a condition precedent to the effectiveness of cancellation.

D. Company Authorization Clause

By acceptance of this Policy the **Insureds** agree that the **Parent Company** will act on their behalf with respect to the giving of all notices to Underwriters, the receiving of notices from Underwriters, the payment of the premium and the receipt of any return premium.

E. Valuation and Currency Clause

All premiums, limits, retentions and **Loss** under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars or if **Costs, Charges and Expenses** or **Inquiry Costs** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due or the date such **Costs, Charges and Expenses** or **Inquiry Costs** are paid.

F. Bankruptcy Clause

Bankruptcy or insolvency of the **Company** or any of the **Insured Persons** shall not relieve Underwriters of any of their obligations under this Policy.

The coverage provided under this Policy is intended to protect and benefit the **Insured Persons**. If a liquidation or reorganization proceeding is commenced by the **Company** (whether voluntarily or involuntarily) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law, then, in regard to a covered **Claim**, **Investigation** or **Inquiry** under this Policy, Underwriters and the **Insureds** hereby agree not to oppose or object to any efforts by Underwriters or any of the **Insureds** to obtain relief from any stay or injunction applicable to the proceeds of this Policy as a result of the commencement of such liquidation or reorganization proceeding.

G. Recovery Clause

In the event the Underwriters recover amounts they have paid under this Policy, the Underwriters will reinstate the Limit of Liability of this Policy to the extent of such recovery, less its costs incurred in administering and obtaining such recovery. The Underwriters assume no duty to seek a recovery of any amounts paid under this Policy.

IX. EXTENSIONS TO THE POLICY PERIOD

A. **Optional Extension Period**

If this Policy is not renewed by the **Parent Company** or by Underwriters, then the **Parent Company** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item G.1. of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to:

1. any **Claim** first made or **Investigation** first commenced during the period of time set forth in Item G.2. of the Declarations after the Policy expiration date, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the Policy expiration date; or

2. any **Inquiry** first reported to Underwriters during the period of time set forth in Item G.2. of the Declarations after the Policy expiration date, but only with respect to any **Inquiry** first received on or after the date set forth in Item J. of the Declarations for any conduct undertaken before the Policy expiration date.

B. **Predetermined Run-Off Period**

In the event of a **Corporate Takeover**, the **Parent Company** shall have the right, upon payment of an additional premium calculated at that applicable percentage shown in Item H.1. of the Declarations of the total premium for this Policy (less any unearned premium calculated at pro rata for the period from the date of such **Corporate Takeover**), to an extension of the coverage granted by this Policy with respect to:

1. any **Claim** first made or **Investigation** first commenced during the applicable period of time set forth in Item H.2. of the Declarations after the date of such **Corporate Takeover**, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the date of such **Corporate Takeover**; or

2. any **Inquiry** first reported to Underwriters during the applicable period of time set forth in Item H.2. of the Declarations after the date of such **Corporate Takeover**, but only with respect to any **Inquiry** first received on or after the date set forth in Item J. of the Declarations for any conduct undertaken before the date of such **Corporate Takeover**.

C. Retired and Resigned Insured Person Extension

If this Policy is not renewed by the **Parent Company** or by Underwriters, then any of the **Insured Persons** who have retired or resigned prior to or during the **Policy Period** shall have an automatic extension of the coverage granted by this Policy with respect to:

1. any **Claim** first made or **Investigation** first commenced during the seventy two (72) month period following the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the Policy expiration date; or

2. any **Inquiry** first reported to the Underwriters during the seventy two (72) month period following the end of the **Policy Period**, but only with respect to any **Inquiry** first received on or after the date set forth in Item J. of the Declarations for any conduct undertaken before the Policy expiration date.

The above automatic extension of coverage shall not apply in the event the **Parent Company** has purchased other insurance to replace, in whole or in part, the insurance provided under this Policy.

D. Extension Conditions

1. As a condition precedent to the right to purchase the **Optional Extension Period**, the **Predetermined Run-Off Period** or the coverage afforded under Retired and Resigned Insured Person Extension the total premium for this Policy must have been paid.

   The right to purchase the **Optional Extension Period** shall terminate (i) in the event written notice together with full payment of the premium for the **Optional Extension Period** is not given to Underwriters within thirty (30) days after the Policy expiration date or (ii) in the event the **Predetermined Run-Off Period** is purchased.

   The right to purchase the **Predetermined Run-Off Period** shall terminate (i) in the event written notice together with full payment of the premium for the **Predetermined Run-Off Period** is not given to Underwriters within thirty (30) days after the date of the **Corporate Takeover** or (ii) in the event the **Optional Extension Period** is purchased.

   If such notice and premium payment is not so given to Underwriters, there shall be no right to purchase the **Optional Extension Period** or the **Predetermined Run-Off Period**.

2. In the event of the purchase of the **Optional Extension Period** or the **Predetermined Run-Off Period**, the entire premium therefor shall be deemed earned at its commencement.

3. The exercise of the **Optional Extension Period**, the **Predetermined Run-Off Period** or the Retired and Resigned Insured Person Extension shall not in any way increase the Limit of Liability of Underwriters.

X. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters or their counsel may reasonably request, and they further agree that, after a **Claim** has been made against them, an **Investigation** has been commenced against them or an **Inquiry** has been received by them, they shall not take any action which in any way increases Underwriters' exposure under this Policy. The failure of any of the **Insured Persons** to give Underwriters or their counsel the information, assistance and cooperation that they may reasonably request shall not impair the rights of any other natural person under this Policy.

In the event of any payment under this Policy, Underwriters shall be subrogated to the **Insureds'** rights of recovery therefor against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents as are necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require.

Notwithstanding the foregoing, Underwriters agree to waive their rights of subrogation against any of the **Insured Persons** except where a final non-appealable adjudication in any action or proceeding (other than an action or proceeding initiated by Underwriters to determine coverage under this Policy) adverse to the relevant **Insured Persons** establishes that the relevant **Insured Persons** have committed a deliberately fraudulent or deliberately criminal act or omission.

XI. ASSIGNMENTS AND ACTION AGAINST UNDERWRITERS

No action shall lie against Underwriters unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and Underwriters. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim**, **Investigation** or **Inquiry** against the **Insureds** to determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**, **Investigation** or **Inquiry**. Assignment of interest under this Policy shall not bind Underwriters unless their consent is endorsed hereon.

XII. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** agree that this Policy embodies all agreements existing between them and Underwriters or any of their agents relating to this Insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of Underwriters shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy, nor shall the terms be waived or changed except by written endorsement or rider issued by Underwriters to form a part of this Policy.

XIII. ALLOCATION

If both **Loss** covered by this Policy and loss uncovered by this Policy are incurred, either because the **Claim**, **Investigation** or **Inquiry** includes both covered and uncovered allegations or because it includes both insured and uninsured parties, then the **Insureds** and Underwriters agree to use their best efforts to fairly and reasonably allocate such amount between covered **Loss** and uncovered loss.

In the event that a method of allocation cannot be agreed upon by Underwriters and the **Insureds**, then:

A. in any arbitration, suit or other proceeding, no presumption shall exist concerning what is a fair and reasonable allocation;

B. Underwriters shall advance the amount of **Costs, Charges and Expenses** or **Inquiry Costs** which they deem fair and proper until a different amount is negotiated by the parties, determined pursuant to the arbitration process set forth in subparagraph C. below, or determined judicially;

C. Underwriters, solely if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by Underwriters, and a third independent arbitrator selected by the first two arbitrators.

Any negotiated, arbitrated or judicially determined allocation of **Costs, Charges and Expenses** or **Inquiry Costs** on account of a **Claim**, **Investigation** or **Inquiry** shall be applied retroactively to all **Costs, Charges and Expenses** or **Inquiry Costs** on account of such **Claim**, **Investigation** or **Inquiry**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Costs, Charges and Expenses** or **Inquiry Costs** on account of a **Claim**, **Investigation** or **Inquiry** shall not apply to or create any presumption with respect to the allocation of other **Loss** on account of such **Claim**, **Investigation** or **Inquiry**.

XIV. WORLDWIDE

This Policy applies only to **Claims** first made, **Investigations** first commenced and **Inquiries** first reported during the **Policy Period** anywhere in the world as permitted by law.

XV. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters at the request of any of the **Insureds** 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. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the firm shown under Item M. of the Declarations, and that in such suit instituted against any one of the Underwriters upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item M. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of any of the **Insureds** to give a written undertaking to such **Insured** that it will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to the statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or any of their 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 any of the **Insureds** or any beneficiary hereunder arising out of this Policy, and hereby designate the firm shown in Item M. of the Declaration as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

XVI. CHOICE OF LAW

Except with respect to the insurability of damages under Clause II.O., any dispute involving this Policy shall be resolved by applying the law of the state designated in Item N. of the Declarations.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **1**

INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **2**

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT [BROAD]

(Approved by Lloyd's Underwriters' Non-Marine Association)

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 insured under the policy is also an insured 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 insured 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 insured 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 insured 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 insured; or

[c] the injury, sickness, disease, death or destruction arises out of the furnishing by an insured 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 byproduct material; "**source material**", "**special nuclear material**", and "**byproduct 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 byproduct 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,

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

[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 insured 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.

Notwithstanding the foregoing, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A., or

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**,

other than **Loss** constituting **Cleanup Costs**.

For the purpose of the foregoing, "**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of hazardous properties, nuclear material, source material, special nuclear material, byproduct material, spent fuel or waste.

*__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
N.M.A. 1256 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **3**

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT

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 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Notwithstanding the foregoing, this exclusion shall not apply to:

1. the coverage afforded under Insuring Clause I.A., or

2. the coverage afforded under Insuring Clause I.B. or I.C. for a **Securities Claim**,

other than **Loss** constituting **Cleanup Costs**.

For the purpose of the foregoing, "**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of hazardous properties, nuclear material, source material, special nuclear material, byproduct material, spent fuel or waste.

N.M.A.1477 13/2/64 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **4**

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The premium allocated for this coverage is 1% of the overall premium charged for your policy.

Option to reject terrorism insurance coverage

Your policy automatically provides coverage for claims arising out of acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002 at no additional cost to you. If you would prefer not to have such coverage please check the box below, sign where indicated and return this form to your insurance broker or intermediary. ***Please note that there will be no reduction in premium if terrorism coverage is removed from your policy.***

	I hereby elect not to have TRIA coverage under this policy. I understand that I will have no coverage for losses arising from certified acts of terrorism.

Gritstone bio, Inc.

_____ _____

Policyholder / Applicants Signature ***Named Insured***

B0146ERUSA2301072

_____

Print Name ***Policy Number***

_____/_____/_____

Date

LMA9185 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **5**

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT

Except as stated in the Special Cancellation Clause and in consideration of the premium for which this insurance is written it is agreed that in the event of cancellation thereof by the **Parent Company** the earned premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For Insurances written for one year:-

Days Insurance in force	Per cent. of One year Premium	Days Insurance in force	Per cent. of One year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	(6 months).....60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	(1 month).....19	210 - 214	(7 months).....67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	(8 months).....74
59 - 62	(2 months).....27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	(9 months).....80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	(3 months).....35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	(10 months).....87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	(4 months).....44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	(11 months).....94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	(5 months).....52	361 - 365	(12 months).....100

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

B. For insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:

   a. Determine full annual premium as for an insurance written for a term of one year.

   b. Deduct such premium from the full insurance premium, and on the remainder calculate the *pro rata* earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.

   c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

N.M.A. 45 (amended)

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **6**

SPECIAL CANCELLATION CLAUSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary in this Policy including any endorsement or amendatory thereto, in the event:

1. the Underwriter ceases all underwriting operations; or

2. the Underwriter is the subject of an order or resolution for winding up or formally propose a scheme of arrangement, or is placed into rehabilitation or liquidation by any state department of insurance; or

3 the Underwriter has its authority or license to carry on insurance business withdrawn; or

4 Lloyd's financial strength rating is issued below A- by A.M. Best Company or by Standard & Poor's Rating Services,

the **Parent Company** may cancel this Policy by giving notice within thirty (30) days of such event and the return premium shall be calculated on a pro rata basis to the time on the risk. Any return of premium shall also be subject to a written full release of liability from the **Insureds**. In the event there are any notified, reserved or paid **Claims, Investigations, Inquiries, Losses** or circumstances, return premium shall be calculated on a short rate basis pursuant to the terms of the Policy.

All other terms and conditions of this Policy remain unchanged.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **7**

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 14 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **8**

WOODRUFF SAWYER AMENDATORY ENDORSEMENT INCLUDING ACTIVIST INVESTOR COSTS

This endorsement modifies insurance provided under the following:

ADVANCED BOARDROOM AND COMPANY PROTECTION

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1) the first paragraph of the DECLARATIONS is deleted in its entirety and replaced with the following:

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY **CLAIM** FIRST MADE, ANY **INVESTIGATION** FIRST COMMENCED, AND ANY **INQUIRY** FIRST REPORTED DURING THE **POLICY PERIOD** PROVIDED:

(1) SUCH **CLAIM** OR **INVESTIGATION** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.A.; AND

(2) SUCH **INQUIRY** IS FIRST RECEIVED BY THE **INSURED PERSONS** ON OR AFTER THE DATE SET FORTH IN ITEM J. OF THE DECLARATIONS; AND

SUBJECT TO ITS TERMS, THIS POLICY ALSO APPLIES TO ANY **BOOKS AND RECORDS DEMAND** FIRST RECEIVED DURING THE **POLICY PERIOD**, AND ANY **ACTIVIST INVESTOR FILING** FIRST MADE DURING THE **POLICY PERIOD**, PROVIDED SUCH **BOOKS AND RECORDS DEMAND** OR **ACTIVIST INVESTOR FILING** IS REPORTED TO UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF CLAUSE VI.C.

AMOUNTS INCURRED AS **COSTS, CHARGES AND EXPENSES** AND **INQUIRY COSTS** SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY OR THE SUBLIMIT OF LIABILITY, IF APPLICABLE, AND ARE SUBJECT TO THE RETENTIONS. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY UNDERWRITERS TO DEFEND ANY OF THE **INSUREDS**.

2) Items C., D. and E. of the Declarations are amended to read as follows:

Item C. **Limit of Liability:**

1.	USD5,000,000	in the aggregate for the **Policy Period**, but sublimited to:
2.	USD250,000	in the aggregate for the **Policy Period** for all **Security Holder Demand Investigatory Costs** and **Books and Records Costs** under Insuring Clause I.D., and further sublimited to:
	USD50,000	in the aggregate for the **Policy Period** for all **Activist Investor Costs** under Insuring Clause I.D.

Such Sublimits of Liability shall be part of, and not in addition to, the applicable Limit of Liability stated in C.1 above.

Item D. **Retentions:**

USD Nil	each of the **Insured Persons** each **Claim**, **Investigation** or **Inquiry** but in no event exceeding
USD Nil	in the aggregate each **Claim**, **Investigation** or **Inquiry** all **Insured Persons** under Insuring Clause I.A.
USD3,500,000	each **Claim**, **Investigation** or **Inquiry** under Insuring Clause I.B., other than a **Securities Claim**
USD3,500,000	each **Securities Claim** under Insuring Clause I.B.
USD3,500,000	each **Securities Claim** under Insuring Clause I.C.
USD Nil	each **Security Holder Demand**, **Books and Records Demand** or **Activist Investor Filing** under Insuring Clause I.D.

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Item E. **Insured Percentages**

100% of **Loss** in excess of retention under Insuring Clause I.A.

100% of **Loss** in excess of retention under Insuring Clause I.B.

100% of **Loss** in excess of retention under Insuring Clause I.C.

100% of **Security Holder Demand Investigatory Costs**, **Books and Records Costs** and **Activist Investor Costs** under Insuring Clause I.D.

3) Clause **I. INSURING CLAUSES** C. and D. are deleted in their entirety and replaced with the following:

C. Underwriters shall pay on behalf of the **Company**:

1. **Loss** resulting from any **Securities Claim**, other than a **Derivative Suit,** first made against the **Company** during the **Policy Period** for a **Wrongful Act**; or

2. **Costs, Charges and Expenses** incurred by the **Company** in seeking the dismissal of any **Derivative Suit** first made during the **Policy Period**, but only to the extent

(a) the **Company** is named as a nominal defendant in such **Derivative Suit**

(b) the **Insured Persons** are named and continuously maintained in such **Derivative Suit** for a **Wrongful Act**; or

3. plaintiff attorney fees and expenses awarded or approved by the court in connection with a settlement of a **Securities Claim** first made during the **Policy Period** wherein no monetary consideration would be received by any security holder of the **Company** or the **Company**.

D. Underwriters shall pay on behalf of the **Company**:

1. all **Security Holder Demand Investigatory Costs** resulting from any **Security Holder Demand** first made during the **Policy Period** for a **Wrongful Act**; or

2. all **Books and Records Costs** resulting from any **Books and Records Demand** first received by the **Company** during the **Policy Period**; or

3. all **Activist Investor Costs** resulting from any **Activist Investor Filing** first made during the **Policy Period**.

4) Clause **II. DEFINITIONS** A., B., E., F., G., H., I., J., K., N., O., P., W., X. and BB. are deleted in their entirety and replaced with the following:

A. **"Application"** means:

1. the application for this Policy (if any) including any materials submitted therewith, and

2. any public documents filed by the **Company** with the Securities and Exchange Commission during the twelve (12) month period prior to the inception date of this Policy,

all of which shall be deemed part of this Policy, as if physically attached.

B. **"Claim"** means:

1. any written demand for monetary damages, non monetary relief, injunctive relief or other relief against any of the **Insureds**, or any civil, criminal, administrative, regulatory, arbitration or mediation proceeding or other alternative dispute resolution process initiated against any of the **Insureds**, including:

(a) any appeal from any such proceeding;

(b) any proceeding before the Equal Employment Opportunity Commission or any similar federal, state, local or foreign governmental body;

(c) any **Manslaughter Claim**;

(d) in respect of Insuring Clause I.A. only, any written demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to deduct, withhold or remit taxes (including non-resident withholding taxes, goods and services taxes, salary or withholding taxes and employee source deductions), unemployment insurance contributions, or pension plan contributions; or

(e) in respect of Insuring Clause I.A. only, any written demand or proceeding arising out of any statutory liability of the **Insured Persons** due to the failure of the **Company** to pay debts for services performed by an employee of the **Company** for salary, wages or related amounts such as vacation pay or holiday pay; or

2. any extradition proceeding initiated against any of the **Insured Persons**, or the arrest and detainment or incarceration for more than twenty-four (24) hours of any of the **Insured Persons** solely with respect to their status as **Insured Persons** of the **Company**, by any law enforcement authority in a foreign jurisdiction; or

3. in respect of Insuring Clause I.D., any **Security Holder Demand**,

but shall not include any **Investigation** or **Inquiry**.

E. **Costs, Charges and Expenses"** means:

1. reasonable and necessary legal fees and expenses incurred by the **Insureds** in defense, settlement and appeal of any **Claim** or **Investigation** and cost of attachment or similar bonds, including:

(a) reasonable and necessary expert fees and **Class Certification Fees** incurred by the **Insureds** in defense, settlement and appeal of any **Claim** or in responding to any **Investigation**, and

(b) reasonable and necessary legal fees and expenses incurred by the **Insureds** in defense, settlement and appeal of:

(i) any **Claim** made against the chief executive officer or chief financial officer of the **Parent Company** seeking repayment of compensation as a result of a financial restatement of the **Company** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

(ii) any **Claim** made against the **Insured Persons** seeking repayment of compensation as a result of a financial restatement of the **Company** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith; and

2. reasonable fees and expenses incurred by the **Insureds** at the Underwriter's request to assist Underwriters in investigating a **Claim** or **Investigation;**

3. reasonable and necessary legal fees and expenses incurred by any **Insured Person** where deposed as a witness in connection with any **Claim** against any other of the **Insureds** or **Investigation** or **Inquiry** of any other **Insured Person**; and

4. in respect of coverages afforded under Clause II.B.2., reasonable costs (other than collateral) for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Persons** for bail or its equivalent required by a court in any foreign jurisdiction,

but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.

F. **"Derivative Suit"** means any lawsuit brought derivatively on behalf of the **Company** by a security holder of the **Company**.

G. **"Employment Practice Violation"** means any actual or alleged:

1. wrongful dismissal, discharge or termination of employment whether actual or constructive;

2. employment related misrepresentation;

3. violation of any federal, state, local or foreign law prohibiting discrimination in employment, including the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Law of 1964, the Pregnancy Discrimination Act of 1978, the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, the Family and Medical Leave Act of 1993, the Older Workers Benefit Protection Act of 1990, or any rule or regulation promulgated thereunder;

4. sexual or other harassment in the workplace;

5. abusive or hostile work environment;

6. wrongful deprivation of career opportunity, failure to hire, promote, or grant tenure, or wrongful demotion;

7. wrongful discipline or evaluation;

8. breach of an implied or express written employment contract or promissory estoppels;

9. failure to adopt adequate employment or workplace policies and procedures;

10. retaliation against any of the **Insured Persons** including retaliation for filing claims under the Federal False Claims Act, retaliation in connection with whistleblowing, retaliation for exercising civil rights, retaliation for union activities or in connection with strikes or lockouts; or

11. negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1. through 10. above.

H. **"Facilitation Costs"** means reasonable and necessary fees, costs and expenses (including the premium or origination fee for a loan or bond) incurred by:

1. the chief executive officer or chief financial officer of the **Parent Company** to facilitate the return of amounts required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

2. the **Insured Persons** to facilitate the return of amounts required to be repaid pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith,

provided that such fees, costs or expenses do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

I. **"Inquiry"** means:

1. (a) a request by a **Regulatory Authority** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony, or to produce documents:

(b) a request by or on behalf of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with

(i) an inquiry or investigation of any of the **Insureds** by a **Regulatory Authority**, or

(ii) a **Security Holder Demand** or a **Derivative Suit**, or

(c). a request by or on behalf of the **Company** or by a **Regulatory Authority** for any of the **Insured Persons** to appear as a witness in a trial or a court hearing of any criminal proceeding against the **Company** under the UK Corporate Manslaughter & Homicide Act 2007 or its equivalent in any jurisdiction,

(d) a request by any court-appointed trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with any bankruptcy proceeding by or against the **Company**,

(e) in respect of Insuring Clause I.A. only, a request by or on behalf of a party to any litigation, arbitration or other type of proceeding against the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide sworn testimony or to produce documents in connection with such litigation, arbitration or proceeding, or

(f) in respect of Insuring Clause I.A. only, a request by or on behalf of the **Company** for any of the **Insured Persons** to appear for an interview or meeting or to provide a sworn testimony or to produce documents in connection with an investigation by the **Company**,

regarding such **Insured Person's** capacity as such or the business of the **Company**, or

2. any informal investigation of any of the **Insured Persons** by a **Regulatory Authority** after such **Insured Person** becomes aware that he or she is the subject of such investigation and, as a consequence of such investigation, retains legal counsel

Inquiry shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulatory entity.

J. **"Inquiry Costs"** means reasonable and necessary fees and expenses incurred by the **Insured Persons** in connection with such **Insured Persons** preparation for, attendance at and response to an **Inquiry**, including reasonable and necessary fees and expenses incurred by the **Insured Persons** to produce documents in his or her possession or to produce documents needed to prepare for an interview or meeting, but shall not include:

1. salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**;

2. costs of complying with any discovery or other request seeking documents (including electronic information) in the possession or control of the **Company** or for which the **Company** has the direct financial responsibility to produce; or

3. any amounts incurred prior to the time that the **Inquiry** is reported to Underwriters in accordance with Clause VI.B.

K. **"Insured Persons"** means:

1. all persons who were, now are, or shall be directors, officers or risk managers of the **Company** and all persons serving in a functionally equivalent role for the **Parent Company** or any **Subsidiary** operating or incorporated outside the United States;

2. all persons who were, now are, or shall be managers or functionally equivalent roles of any limited liability company as defined in Clause II.AA.;

3. all persons who were, now are, or shall be members of the board of managers or the management committee or functionally equivalent roles of the **Company** ;

4. all persons who were, now are, or shall be managers of foreign operations of the **Company** and all persons designated at their proxies;

5. all persons who were, now are, or shall be controller or VP of Business Development of the **Company**;

6. all persons who were, now are, or shall be Vice President, Head of Legal Affairs & Corporate Compliance

7. all persons who were, now are, or shall be employees of the **Company**, but only to the extent:

   (a) any **Claim** or **Investigation** is for an **Employment Practice Violation** or is a **Securities Claim**, or

   (b) such employee is named as a co-defendant in any **Claim** or **Investigation** with any of the persons set forth in the above provisions of this definition; or

   (c) such employee has been granted indemnification by the board of directors pursuant to the **Company's** bylaws or resolution;

8. all persons who were, now are, or shall be **Employed Lawyers** of the **Company** if named as a co-defendant with any of the persons set forth in the above provisions of this definition;

9. all natural persons who were, now are, or shall be shadow directors, as defined under Section 251 of the United Kingdom Companies Act 2006, of the **Parent Company** or any **Subsidiary** operating or incorporated in the United Kingdom or the Republic of Ireland;

10. any de facto or alleged de facto director of the **Company**; and

11. any persons holding the positions of Site Manager or General Counsel of the **Parent Company**, and all persons who report directly to a Vice President, Officer or the Chief Executive Officer of the **Parent Company**; and

12. the lawful spouse or domestic partner of any of the persons set forth in the above provisions of this definition, but only to the extent the spouse or domestic partner is a party to any **Claim** or **Investigation** solely because of his or her status as the spouse or domestic partner of any such persons and only for the purposes of any **Claim** or **Investigation** seeking damages recoverable from marital community property, property jointly held by any such person and the spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner,

including their estates, heirs, legal representatives, trusts, estate planning vehicles or assigns in the event of their death, incapacity or bankruptcy.

N. **"Investigation"** means:

1. any formal investigation of any of the **Insured Persons** by a **Regulatory Authority**:

   (a) once any such **Insured Persons** are identified in writing by such **Regulatory Authority** as a person against whom a **Claim** may be brought, including without limitation receipt of a target letter, or

   (b) after the service of a subpoena or other similar written request compelling testimony or document production upon any such **Insured Persons**, or

   (c) after any such **Insured Persons** have been identified in a Wells Notice, target letter or other written notice describing actual or alleged violations of securities laws or other laws by any such **Insured Persons**;

O. **"Loss"** means:

1. (a) damages, judgments, including pre and post-judgment interest, and settlements,

   (b) **Inquiry Costs** and **Costs, Charges and Expenses**, and

   (c) punitive, exemplary or multiplied damages where the applicable law allows coverage for punitive, exemplary or multiplied damages,

   incurred by any of the **Insureds**, and

2. **Facilitation Costs**,

3. with respect to Insuring Clause I.C.3., plaintiff attorney fees and expenses awarded or approved by the court in connection with a settlement of a **Securities Claim** wherein no monetary consideration would be received by any security holder of the **Company** or the **Company**., and

4. with respect to Insuring Clause I.D., **Security Holder Demand Investigatory Costs**, **Books and Records Costs** and **Activist Investor Costs** incurred by the **Company**,

but shall not include (other than **Inquiry Costs** and **Costs, Charges and Expenses)**:

(i) taxes or the loss of tax benefits except:

a. with respect to that portion of any tax assessment imposed on any of the **Insured Persons** by a foreign jurisdiction based on Underwriters' payment of such damages, judgments, settlements, **Inquiry Costs** or **Costs, Charges and Expenses** as a foreign or non-admitted carrier; or

b. with respect to any statutory liability for such taxes owed by any of the **Insured Persons** as described in Clause II.B.1.(d);

(ii) criminal or civil fines or penalties imposed by law, except:

a. fines or civil penalties assessed against any of the **Insureds** pursuant to Section 78dd 2(g)(2)(B) or Section 78ff (c)2(B) of the Foreign Corrupt Practices Act, 15 U.S.C. or Section 11(1)(a) of the United Kingdom Bribery Act of 2010, Chapter 23 or any statute or law similar to the foregoing in any jurisdiction,

b. civil penalties assessed against any of the **Insureds** for the benefit of shareholders pursuant to Section 308 of the Sarbanes Oxley Act of 2002, or

c. under Insuring Clause I.A. only, any other fine or civil penalty imposed against any of the **Insured Persons** where the applicable law allows coverage for such fine or civil penalty, subject to a maximum sublimit of USD100,000 each of the **Insured Persons** but in no event exceeding USD1,000,000 in the aggregate for the **Policy Period** all **Insured Persons**, such sublimit shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations;

(iii) matters deemed uninsurable under the law pursuant to which this Policy shall be construed;

(iv) any wages, salary or benefits owed pursuant to the terms of any employment contract except with respect to any statutory liability for such wages, salary or benefits owed by any **Insured Persons** as described in Clause II.B.1.(e).

Notwithstanding the foregoing, Underwriters shall not assert that the portion of any judgment, settlement or **Costs, Charges and Expenses** incurred in connection with any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended, including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended, are uninsurable.

With respect to the coverage for punitive, exemplary or multiplied damages, and the insurability of taxes or the loss of tax benefits under (i) above, fines or penalties under exception (ii) above or matters under exception (iii) above, any applicable law most favourable to the insurability of such damages, taxes, fines or penalties or matters shall apply, and where the **Insureds** are able to demonstrate in good faith that such damages, taxes, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that interpretation of insurability. For purposes of this provision, "any applicable law" shall include but not be limited to the law: a) where the **Claim** seeking such damages was brought, b) where the **Wrongful Acts** giving rise to the **Claim** seeking such damages took place, c) where the **Insureds** are incorporated, have their principal place of business or reside, and d) where Underwriters are incorporated or have their principal place of business. If any of the **Insureds** present a written legal opinion stating that such damages, taxes, fines, penalties or matters are insurable under any applicable law, Underwriters shall not challenge that determination.

The determination of whether any of the **Insured Persons** have incurred any **Loss** shall be made without regard to:

(1) any insurance (with the exception of insurance purchased by the **Company**), and

(2) any indemnification that any of the **Insured Persons** may have from any source (other than from the **Company**), including without limitation from or as a result of any equity holder of the **Company**.

P. **"Management Control"** means:

1. owning interest representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the board of directors of a corporation, the members of the management board of a limited liability corporation or with respect to entities operating or organized outside the United States, persons serving in a functionally equivalent role; or

2. having the right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of the **Company** to elect, appoint or designate a majority of the board of directors of a corporation, the management committee members of a joint venture, the management board of a limited liability corporation or with respect to entities operating or organized outside of the United States, persons serving in a functionally equivalent role.

W. **"Regulatory Authority"** means any federal, state, local or foreign law enforcement or governmental authority (including but not limited to the Department of Justice, the Securities and Exchange Commission and any attorney general) or the enforcement unit of any securities exchange or similar self-regulating body.

X. **"Securities Claim"** means:

1. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** alleging any violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations of the Securities and Exchange Commission under either or both Acts, similar securities laws or regulations of any federal, state (including any state blue sky laws), local or any foreign jurisdiction, any other laws, rules, regulations or statutes regulating securities or any common law arising out of, involving, or relating to the ownership, purchase or sale of or offer to purchase or sell any securities, including any debt or equity securities, whether on the open market or through a public or private offering, or

2. any demand or proceeding described in Clause II.B.1. against any of the **Insureds** which is brought by a security holder of the **Company** in their capacity as such, including a **Derivative Suit**,

but shall not include any **Security Holder Demand, Books and Records Demand** or **Activist Investor Filing**.

BB. "**Wrongful Act"** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty:

1. by any of the **Insured Persons**, while acting in their capacity as such, or any matter claimed against any of the **Insured Persons** solely by reason of their serving, or having served, in such capacity;

2. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** by reason of their serving, or having served, as a controlling person within the meaning of Section 15 of the Securities Act of 1933, as amended or Section 20(a) of the Securities Exchange Act 1934, as amended; or

3. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** by reason of their serving, or having served, as a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**; or

4. by any of the **Insured Persons**, while acting in their capacity as, or any matter claimed against any of the **Insured Persons** by reason of their serving, or having served, as an **Employed Lawyer** but only in connection with the rendering or failure to render professional legal services for the **Company** and only for activities which:

   (i) are related to such **Employed Lawyer's** employment with the **Company**, including but not limited to advising Directors and Officers on corporate related transactions;

   (ii) are rendered on the behalf of the **Company** at the **Company's** direction or request, other than pro-bono work; and

   (iii) are not performed by the **Employed Lawyer** for others for a fee; and

5. by the **Company** involving a **Securities Claim**.

For the purpose of paragraph (4.) above, in the event of a disagreement between the **Company** and any **Employed Lawyer** as to whether such **Employed Lawyer** was acting "at the **Company's** direction or request" pursuant to paragraph (ii) above. Underwriters agree to abide by the determination of the **Company** on this issue and such determination shall be made by the **Company** by written notice to Underwriters within ninety (90) days after the **Claim** is first made against such **Employed Lawyer**. In the event no determination is made within such period, paragraph (4.) above shall operate as if the **Company** determined that the **Employed Lawyer** was not acting at the **Company's** direction or request.

5) Clause **II. DEFINITIONS** is amended by the addition of the following:

CC. "**Activist Investor Costs**" means reasonable and necessary fees and expenses charged by a public relations firm, crisis management firm or law firm consented to by Underwriters, in advising the **Company** on minimising potential harm to them from an **Activist Investor Filing**, including but not limited to maintaining and restoring investor confidence in the **Company**.

DD. "**Activist Investor Filing**" means a Schedule 13-D filing by one or more security holders of the **Company** where in the good-faith opinion of the chief financial officer of the **Parent Company** such security holders are likely to exercise their rights as owners through requests for dialogues with the **Insured Persons** or formal security holders proposals for inclusion in the **Company**'s proxy filings, where within a period of 24 hours of such Schedule 13-D filing being filed, there is an increase or decrease in the price per share of the **Parent Company**'s common stock by 15% of the 30 day trailing stock price.

EE. "**Books and Records Costs**" means reasonable and necessary fees and expenses incurred by the **Company** in response to a **Books and Records Demand**, but shall not include salaries, wages, overhead or benefit expenses associated with directors, officers or employees of the **Company**.

FF. "**Books and Records Demand**" means a written demand made by one or more security holders of the **Company** solely to inspect the books and records of the **Company** pursuant to Section 220 of the Delaware General Corporation Law or any similar statute in any other jurisdiction.

GG. "**Class Certification Fees**" means reasonable and necessary expert fees incurred by the **Insureds** to conduct an event study to be filed with the court in opposition to class certification in any **Securities Claim**.

HH. **"Employed Lawyer**" means:

(i) any employee of the **Company** who is admitted to practice law and who is or was employed as a lawyer full time and salaried by the **Company**;

(ii) any temporary employee of the **Company** who is admitted to practice law and who is or was engaged by the **Company** via a contract with a third party to provide legal services for, or on behalf of, the **Company.**

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

6) Clause **III. EXCLUSIONS** B., E., F., G., and H. are deleted in their entirety and replaced with the following:

B. based upon, arising out of or attributable to:

1. any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **Policy Period** and accepted under any other Directors and Officers Liability or Employment Practices Liability Policy of which this Policy is a renewal, replacement or which it succeeds in time,

2. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**, or

3. any suit, investigation or other proceeding pending, or order, decree or judgment entered, against any **Insured** prior to the date set forth in Item K. of the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;

E. by, on behalf of, or at the direction of the **Company**, except and to the extent that:

1. such **Claim** is a **Derivative Suit**; or

2. such **Claim** is brought in the event of the appointment of a trustee, examiner, receiver, liquidator, conservator, rehabilitator or similar official; or

3. such **Claim** is brought by a creditors committee pursuant to 2. above or by the **Company** as a debtor in possession; or

4. such **Claim** is brought against any former **Insured Persons**; or

5. such **Claim** is brought :

(a) against the chief executive officer or chief financial officer of the **Parent Company** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002, or

(b) against the **Insured Persons** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith; or

6. such **Claim** is a **Security Holder Demand**; or

7. such **Claim** is brought subsequent to a **Corporate Takeover** by the person or entity who acquired more than fifty percent (50%) of the outstanding securities of the **Parent Company** or merged with the **Parent Company** such that the **Parent Company** is not the surviving entity; or

8. such **Claim** is brought outside the United States of America or Canada;

Notwithstanding the foregoing, Exclusion E. shall not apply to

(i) **Costs, Charges and Expenses** incurred in connection with any **Claim** or **Investigation** under Insuring Clause I.A.; or

(ii) **Inquiry Costs** resulting from an **Inquiry**

F. brought about or contributed to by:

1. any deliberately fraudulent or deliberately criminal act or omission by any of the **Insureds**, or

2. any personal profit or financial advantage gained by any of the **Insured Persons** to which they were not legally entitled,

as determined by a final non-appealable adjudication adverse to such **Insured** in the underlying action or proceeding;

G. for the return by any of the **Insured Persons** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Company**, which payment without such previous approval shall be determined by a final non-appealable adjudication adverse to such **Insured** in the underlying action to be in violation of the law;

Notwithstanding the foregoing:

1. Exclusions F. and G. shall not apply to **Costs, Charges and Expenses** incurred in connection with any **Claim** or **Investigation**, except with respect to any of the **Insured Persons** who are the subject of such final non-appealable adjudication; and

2. Exclusions F.2 and G. shall not apply to:

   (a) that portion of any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933 as amended including without limitation such **Loss** of any **Insured Persons** deemed to be a controlling person within the meaning of Section 15 of the Securities Act of 1933, or any similar securities laws or common laws or regulations of any foreign jurisdiction, as amended; or

   (b) **Facilitation Costs** incurred in connection with that portion of any **Claim** alleging violations of Section 304(a) of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any internal policy of the **Company** promulgated in accordance therewith.

With respect to Exclusion F.1. for acts or omissions which are treated as a criminal violation in a jurisdiction outside the United States of America that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such jurisdiction will not, by itself, be conclusive proof that a deliberately fraudulent or deliberately criminal act or omission occurred.

H. based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed or any conduct actually or allegedly undertaken subsequent to a **Corporate Takeover**.

   For the purpose of determining the applicability of any of the Exclusions:

   (a) in respect of Insuring Clause I.A., no facts pertaining to, no knowledge possessed by, and no **Wrongful Act** of any of the **Insureds** shall be imputed to any other natural person,

   (b) in respect of Insuring Clause I.B., the **Wrongful Act** of any of the **Insured Persons** shall be imputed to the **Company** only to the extent that the **Company** indemnifies such **Insured Persons**, and

   (c) in respect of Insuring Clause I.C., only the **Wrongful Acts** of any of the **Insured Persons** who, at the time of the **Wrongful Act**, was the chief executive officer or chief financial officer of the **Parent Company** shall be imputed to the **Company**.

7) Clause **IV. LIMIT OF LIABILITY, RETENTIONS AND ORDER OF PAYMENTS** is deleted in its entirety and replaced with the following:

A. Underwriters shall be liable to pay the percentage of **Loss** set forth in Item E. of the Declarations in excess of the amount of the applicable Retention up to the Limit of Liability or Sublimit of Liability, if applicable, it being warranted that the remaining percentage of **Loss** shall be uninsured. The Retention applicable to Insuring Clause I.B. shall apply to **Loss** payable under Insuring Clause I.A. if indemnification by the **Company** is required by law or is legally permissible to the fullest extent permitted by law.

   No Retention shall apply to any **Loss** under Insuring Clause I.D or to any **Class Certification Fees** incurred in connection with any **Securities Claim**.

   If the Limit of Liability of this Policy is exhausted or partially eroded by payment of **Loss**, then the Limit of Liability of this Policy shall be automatically reinstated equal to an amount by which the Limit of Liability is exhausted or eroded, provided always that:

(i) such reinstated limit shall only apply to **Loss** payable under Insuring Clause I.A. and shall be excess of the limit of liability of all policies of insurance providing excess coverage above this Policy, and

(ii) such reinstated limit shall not apply to the **Claim**, **Investigation** or **Inquiry** which exhausted or partially eroded such Limit of Liability.

If the **Company** fails or refuses to advance or indemnify the **Insured Persons** for any reason within sixty (60) days of **Loss** becoming due and payable and after specific written request is made by or on behalf of any **Insured Persons**, then Underwriters shall pay **Loss** on behalf of any **Insured Persons** within the Retention applicable to Insuring Clause I.B. after Underwriters have received written and itemised documentation of such **Loss** by means of invoices or otherwise, subject to the terms, conditions and limitations of this Policy. Any payments of **Loss** by Underwriters within the Retention applicable to Insuring Clause I.B. shall serve to reduce the Limit of Liability or Sublimit of Liability, if applicable of Underwriters under the Policy. In such event, Underwriters shall be entitled to obtain reimbursement from the **Company** for all payments made by Underwriters that would not have been made had the indemnity in respect of the Retention been provided by the **Company**, unless the **Company** is unable to indemnify by reason of its insolvency.

Notwithstanding the above, if and to the extent any covered **Loss** which is within any applicable Retention under this Policy is paid on behalf of the **Insured Persons** by any other insurer pursuant to the terms and conditions of any Excess Difference in Conditions Side A policy which is specifically excess of this Policy, then such applicable Retention under this Policy shall be eroded by the amount of such payment.

B. The amount shown in Item C.1. of the Declarations shall be the maximum aggregate Limit of Liability of Underwriters under the Policy. If the Limit of Liability is reinstated, in accordance with the third paragraph of Clause IV.A., then the maximum aggregate Limit of Liability of the Underwriters under this Policy shall be an amount twice that shown in Item C.1. of the Declarations; provided, however, the maximum aggregate Limit of Liability of the Underwriters under this Policy in connection with any single **Claim**, **Investigation** or **Inquiry** shall be the amount shown in Item C.1. of the Declarations.

The amount shown in Item C.2. of the Declarations shall be the maximum aggregate Sublimit of Liability of Underwriters under the Policy for (i) all **Security Holder Demand Investigatory Costs** arising from all **Security Holder Demands**, (ii) all **Books and Records Costs** arising from all **Books and Records Demands** and (iii) all **Activist Investor Costs** from all **Activist Investor Filings** under Insuring Clause I.D. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability stated in Item C.1. of the Declarations.

C. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or

2. the date on which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause VI.D.

D. More than one **Investigation** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed to constitute a single **Investigation** and shall be deemed to have been commenced at the earliest of the following dates:

1. the date on which the earliest **Investigation** is first commenced; or

2. the date on which the **Investigation** shall be deemed to have been commenced pursuant to Clause VI.D.

E. If an **Inquiry** is first reported to Underwriters during the **Policy Period** in accordance with Clause VI.B. then such **Inquiry** and any subsequent **Inquiry** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Inquiry** first reported on the date the earliest **Inquiry** is first reported.

F. If a **Books and Records Demand** is first received by the **Company** during the **Policy Period** and is reported in accordance with Clause VI.C. then such **Books and Records Demand** and any subsequent **Books and Records Demand** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Books and Records Demand** first received on the date the earliest **Books and Records Demand** was first received.

G. If an **Activist Investor Filing** is first received by the **Company** during the **Policy Period** and is reported in accordance with Clause VI.C. then such **Activist Investor Filing** and any subsequent **Activist Investor Filing** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Activist Investor Filing** first received on the date the earliest **Activist Investor Filing** was first received.

H. Any **Claim**, **Investigation**, **Inquiry**, **Books and Records Demand** or **Activist Investor Filing** having as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed a single **Claim** and shall be deemed to have been made at the earliest of the following dates:

1. the date on which the **Activist Investor Filing** is first received;

2. the date on which the **Books and Records Demand** is first received;

3. the date on which the **Inquiry** is first reported;

4. the date on which the **Investigation** is first commenced; or

5. the date on which the **Claim** is first made.

I. In the event more than one of the Insuring Clauses set forth in Clause I. are applicable to a **Claim**, **Investigation** or **Inquiry**, the Retentions set forth in Item D. of the Declarations shall be applied separately to that part of the **Loss** resulting from such **Claim**, **Investigation** or **Inquiry** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**, **Investigation** or **Inquiry**. The total Retention as finally determined shall in no event exceed the largest of the applicable Retentions for such **Claim**, **Investigation** or **Inquiry**.

J. Payments of **Loss** by Underwriters shall reduce the Limit of Liability and any applicable Sublimit of Liability.

Underwriters shall pay **Loss** in the following order:

1. first, under Insuring Clause I.A., provided however that such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken prior to the **Company** becoming a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

2. second, under Insuring Clause I.A. where such **Loss** is allocable to any **Wrongful Act** committed or any conduct undertaken on or after the **Company** became a debtor in possession under the United States bankruptcy law or similar legal status under foreign law; and

3. third, under Insuring Clause I.B.; and

4. lastly, under Insuring Clauses I.C. and I.D.

Underwriters shall have no obligation to pay **Loss** after exhaustion of the Limit of Liability or Sublimit of Liability, if applicable.

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Issued to: **Gritstone bio, Inc.**

K. Underwriters shall pay **Costs, Charges and Expenses** or **Inquiry Costs** on a current basis but no less than once every ninety (90) days.

8) Clause **V. SETTLEMENTS AND DEFENSE** is deleted in its entirety and replaced with the following:

A. No **Costs, Charges and Expenses**, **Facilitation Costs**, **Inquiry Costs**, **Security Holder Demand Investigatory Costs**, **Books and Records Costs** or **Activist Investor Costs** shall be incurred without Underwriters' consent, such consent not to be unreasonably withheld, conditioned or delayed.

However, the **Insureds** may appoint defense counsel and incur **Costs, Charges and Expenses**, **Facilitation Costs** and **Inquiry Costs** during a period of fourteen (14) days of defense counsel being appointed, provided that Underwriters' consent is sought no later than fourteen (14) days after the date the first **Costs, Charges and Expenses**, **Facilitation Costs** and **Inquiry Costs** are incurred, such consent not to be unreasonably withheld, conditioned or delayed.

No settlement shall be made without Underwriters' consent, such consent not to be unreasonably withheld, conditioned or delayed. However, Underwriters' consent shall not be required for a settlement where such settlement is for an amount below the applicable Retention (inclusive of **Costs, Charges and Expenses**) provided the **Insureds** shall give Underwriters as soon as practicable details of the settlement amounts and the date the settlement is confirmed by the court.

B. It shall be the duty of the **Insureds** and not the duty of the Underwriters to defend **Claims**, **Investigations** or **Inquiries**, including the investigation, review and evaluation of any **Security Holder Demand** or to respond to any **Books and Records Demand**.

9) Clause **VI. NOTIFICATION** is deleted in its entirety and replaced with the following:

A. The **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of any **Claim** or **Investigation** as soon as practicable after the director of Risk Management , Corporate Counsel, or equivalent of the **Parent Company** first becomes aware of such **Claim** or **Investigation**, but in no event later than:

1. sixty (60) days after the end of the **Policy Period**, or

2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.

In the event that the **Insureds** fail to provide notice of a **Claim** or **Investigation** in accordance with the above, Underwriters shall not be entitled to deny coverage for the **Claim** or **Investigation** based solely upon late notice, unless Underwriters can establish that their interests were materially prejudiced by reason of such late notice.

B. If the **Insureds** elect to seek coverage for **Inquiry Costs** in connection with an **Inquiry** , the **Insureds** shall give to Underwriters notice in writing of such **Inquiry**, but in no event later than:

1. the end of the **Policy Period**, or

2. in the event this Policy is non-renewed with Underwriters, sixty (60) days after the end of the **Policy Period**.

C. If the **Company** elects to seek coverage for **Books and Records Costs** in connection with a **Books and Records Demand** or **Activist Investor Costs** in connection with an **Activist Investor Filing**, the **Company** shall give to Underwriters notice in writing of such **Books and Records Demand** or **Activist Investor Filing**, but in no event later than:

1. sixty (60) days after the end of the **Policy Period**, or

2. in the event this Policy is renewed with Underwriters, one hundred and eighty (180) days after the end of the **Policy Period**.

D. If the **Insureds**:

1. become aware of a specific fact, circumstance or situation which could reasonably give rise to a **Claim**, **Investigation** or **Inquiry**, or

2. receive any request to toll a period or statute of limitation which may be applicable to any **Claim**, **Investigation** or **Inquiry**,

and if the **Insureds** during the **Policy Period** give written notice to Underwriters of:

(a) the specific fact, circumstance, situation or the request to toll a period or statute of limitation;

(b) the consequences which have resulted or may result therefrom; and

(c) the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** made, **Investigation** commenced or **Inquiry** reported made subsequently arising out of such fact, circumstance, situation or the request to toll a period or statute of limitation shall be deemed for the purposes of this Policy to have been made, commenced or reported at the time such notice was first given.

E. Notice to Underwriters provided for in Clause VI. shall only be deemed effective if given to the firm shown under Item I. of the Declarations.

10) Clause VII. OTHER INSURANCE AND INDEMNIFICATION is deleted in its entirety and replaced with the following:

VII. OTHER INSURANCE AND INDEMNIFICATION

The **Insureds** and Underwriters agree that all coverage under this Policy is excess over and will not contribute with all other valid and collectible Directors and Officers Liability, Employment Practices Liability, General Liability or Fiduciary Liability insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise, unless such other Directors and Officers Liability insurance is written as specific excess insurance over the Limit of Liability provided by this policy. However, the coverage under this Policy shall apply as primary to any personal directorship liability insurance of any of the **Insured Persons** or any Directors and Officers Liability insurance issued to any equity holder of the **Company**.

In the event any **Claim** made against, or any **Investigation** of, the **Insured Persons** while acting in their capacity as, or any matter claimed against any of the **Insured Persons** solely by reason of their serving as a director, officer, manager, trustee, governor or executive director or in a functionally equivalent position of any **Outside Entity**, the coverage under this Policy is excess over and will not contribute with:

A. any indemnification provided by the **Outside Entity**; and

B. all other valid and collectible insurance, whenever purchased, whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise.

11) Clause **VIII. GENERAL CONDITION** A. Representations and Severability is deleted in its entirety and replaced with the following:

A. Representations and Severability

The particulars and statements contained in the **Application** are incorporated into and constitute a part of this Policy.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations and that this Policy is issued in reliance upon the truth of such representations;

2. that in the event that the **Application** contains misrepresentations made with the actual intent to deceive which materially affect either the acceptance of the risk or the hazard

assumed by Underwriters under this Policy, Underwriters may only seek to void coverage, *ab initio*, under the following Insuring Clauses with respect to **Claims**, **Investigations** or **Inquiries** arising from such misrepresentations:

(a) with respect to Insuring Clause I.B. to the extent the **Company** indemnifies any of the **Insured Persons** who had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

(b) with respect to Insuring Clause I.C. to the extent that the chief executive officer or chief financial officer of the **Parent Company** had knowledge as at the Inception Date of this Policy of any such misrepresentations; and

3. that, notwithstanding the above, the **Application** shall be construed as a separate application for coverage by each of the **Insured Persons** and no knowledge possessed by any of the **Insured Persons** shall be imputed to any other natural person.

Notwithstanding the foregoing:

i) this Policy shall not be voided, in whole or in part, with respect to Insuring Clause I.A.; and

ii) this Policy shall be non-rescindable with respect to the coverage afforded under Insuring Clauses I.A., I.B., I.C. and I.D.

Underwriters agree to advance payments of **Loss** unless and until established by final non-appealable adjudication either that such advancement is not required or that coverage is void *ab initio*, subject to the condition that such advance payments by Underwriters shall be repaid to Underwriters by the **Company** or the **Insured Persons** according to their respective interests as soon as reasonably practicable after an order provides that such advancement is not required or that coverage is void *ab initio*.

12) Clause **VIII. GENERAL CONDITION** E. Valuation and Currency Clause is deleted in its entirety and replaced with the following:

E. Valuation and Currency Clause

All premiums, limits, retentions and **Loss** under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars or if **Costs, Charges and Expenses** or **Inquiry Costs** are paid in a currency other than United States dollars, payment under this Policy shall be made, at the **Parent Company's** election, either

(a) in United States dollars; or

(b) in the foreign jurisdiction at issue and in the foreign currency at issue, to the extent legally permissible

The rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due or the date such **Costs, Charges and Expenses** or **Inquiry Costs** are paid shall be used to calculate erosion of any applicable retentions and the limits of liability of this Policy.

13) Clause **VIII. GENERAL CONDITIONS** is amended by the addition of:

H. Employed Lawyers Presumptive Indemnification Clause

The **Company** will be conclusively deemed to have indemnified any **Employed Lawyer** to the extent that the **Company** is permitted or required to indemnify them pursuant to law, common or statutory, contract, or the charter or by-laws of the **Company**. The **Company** hereby agrees to indemnify any **Employed Lawyer** to the fullest extent permitted by law including the making in good faith of any required application for court approval.

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14) Clause **IX. EXTENSIONS TO THE POLICY PERIOD** D. is amended by the addition of the following after paragraphs A. and B.:

In the event either the **Optional Extension Period** or the **Predetermined Run-Off Period** is purchased and the law in any foreign country imposes a requirement for a minimum optional extension or run-off period, then the applicable period of time set forth in Item G.2 or H.2. of the Declarations shall be extended in order to comply with any such minimum optional extension or run-off period but solely with respect to any **Claim**, **Investigation** or **Inquiry** first brought and maintained in such country.

15) Clause **X. ASSISTANCE, COOPERATION AND SUBROGATION** is deleted in its entirety and replaced with the following:

X. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide Underwriters with such information, assistance and cooperation as Underwriters or their counsel may reasonably request, and they further agree that, after a **Claim** has been made against them, an **Investigation** has been commenced against them or an **Inquiry¸ Books and Records Demand** or **Activist Investor Filing** has been received by them, they shall not take any action which in any way increases Underwriters' exposure under this Policy

. In respect of Insuring Clause I.A., the failure of any of the **Insured Persons** or the **Company** to give Underwriters or their counsel the information, assistance and cooperation that they may reasonably request shall not impair the rights of any other **Insured Person** under this Policy. In respect of Insuring Clause I.B., the failure of any of the **Insured Persons** to give Underwriters or their counsel the information, assistance and cooperation that they may reasonably request shall not impair the rights of the **Company** under this Policy with respect to any indemnification provided to any other **Insured Person**.

The reporting of matters to, and subsequent communication with a **Regulatory Authority** by the **Company** or any of the **Insured Persons**, whether pursuant to law, regulation, negotiation under a deferred prosecution agreement or otherwise will not constitute a contravention of this provision by the **Company** or such **Insured Persons**.

In the event of any payment under this Policy, Underwriters shall be subrogated to the **Insureds'** rights of recovery therefor against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be reasonably necessary to secure and preserve such rights including the execution of such documents as are necessary to enable Underwriters effectively to bring suit in their name, and shall provide all other assistance and cooperation which Underwriters may reasonably require.

Notwithstanding the foregoing, Underwriters agree to waive their rights of subrogation against any of the **Insured Persons** except where a final non-appealable adjudication in the underlying action or proceeding adverse to such **Insured Persons** establishes that the relevant **Insured Persons** have committed a deliberately fraudulent or deliberately criminal act or omission.

16) Clause **XI. ASSIGNMENTS AND ACTION AGAINST UNDERWRITERS** is deleted in its entirety and replaced with the following:

No action shall lie against Underwriters unless the **Insureds** shall have fully complied with all of the terms of this Policy. Nothing contained herein shall give any person or organization any right to join Underwriters as a party to any **Claim**, **Investigation** or **Inquiry** against the **Insureds** to determine their liability, nor shall Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**, **Investigation** or **Inquiry**. Assignment of interest under this Policy shall not bind Underwriters unless their consent is endorsed hereon.

17) Clause **XIV. WORLDWIDE** is deleted in its entirety and replaced with the following:

This Policy applies only to **Claims** first made, **Investigations** first commenced, **Inquiries** first reported, **Books and Records Demands** first received and **Activist Investor Filings** first made during the **Policy Period** anywhere in the world as permitted by law.

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Issued to: **Gritstone bio, Inc.**

18) Clause **XV. SERVICE OF SUIT** is deleted in its entirety and replaced with the following:

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters at the request of any of the **Insureds** will submit to the exclusive jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. It is further agreed that service of process in such suit may be made upon the firm shown under Item M. of the Declarations, and that in such suit instituted against any one of the Underwriters upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm shown under Item M. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of any of the **Insureds** to give a written undertaking to such **Insured** that it will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to the statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or any of their 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 any of the **Insureds** or any beneficiary hereunder arising out of this Policy, and hereby designate the firm shown in Item M. of the Declaration as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this Policy remain unchanged

Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **9**

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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Attaching to and forming part of policy no: **B0146ERUSA2301072**

Issued to: **Gritstone bio, Inc.**

Endorsement No. **10**

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of $2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

N.M.A. 1168

Policy Number: (UMR) B0146ERUSA2301072

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0146ERUSA2301072

Date contract printed to PDF: 16:12 28 September 2023

SIGNED UNDERWRITERS

Ryan Specialty International Limited, t/s as StartPoint Executive Risks **Slip Leader**

100%
Written

S	P	0	0	0	0	3	7	8	-	0	5			

16:09 28 September 2023

100%
Signed

Ryan Specialty International Limited t/a StartPoint Executive Risk B1350RL782777D002 2023 - RNR 1458 (25%), ASP 4711 (50%), BSL 2987 (12.82%), BSL 2988 (3.20%), KI 1618 (8.98%). Premium/claims settled directly with StartPoint

Mark Peeters

Bound

Policy Number: (UMR) B0146ERUSA2301072

SETTLEMENT INFORMATION

Terms of Settlement

Settlement Due Date:	27 November 2023
Instalment Premium Period of Credit:	0
Adjustment Premium Period of Credit:	0

Ryan Specialty International Limited, t/s as StartPoint Executive Risks

Non-Bureau Leader

Mark Peeters

Policy Number: (UMR) B0146ERUSA2301072