

THE RULES FOR POLITICAL VIOLENCE LIABILITY

In consideration of the payment of the premium and in reliance upon statements made to the Company by the Insured and subject to the Schedule and Endorsements made a part hereof and the terms, conditions and limitations set forth herein, we agree as follow:

ARTICLE I. INSURING AGREEMENTS

A. INSURING AGREEMENT I:

To indemnify the Insured for the Insured Percentage of the Insured's Loss caused solely and directly by an Expropriatory Act by or under the order of the Government of the Host Country in which the Investment is located.

B. INSURING AGREEMENT II:

To indemnify the Insured for the Insured Percentage of the Insured's Loss occurring during the Policy Period resulting solely and directly from a condition of Nontransfer commencing on the Date of Loss and remaining in effect continuously for the duration of the Waiting Period.

C. INSURING AGREEMENT III:

To indemnify the Insured for the Insured Percentage of the Insured's Loss in excess of the Deductible caused solely and directly by the damage or destruction of physical assets which are the property of the Foreign Enterprise, which damage or destruction is caused solely and directly by Political Violence in the Host Country.

ARTICLE II. CAUSES OF LOSS

A. EXPROPRIATORY ACT

Expropriatory Act means an act occurring within the Policy Period not limited to expropriation but including also confiscation, nationalization, requisition and sequestration by law, order or administrative action of the Government of the Host Country which:

- expressly and permanently deprives the Insured of all or part of its shareholding in the Foreign Enterprise; or
- expressly and permanently deprives the Foreign Enterprise of all or part of its fixed and/or current assets; or
- expressly and selectively prevents or restricts the operation of the Foreign Enterprise so as to cause the permanent and total cessation of its activities; or
- expressly and permanently deprives the Insured of inventory or equipment carried on its books which is located in a Host Country.

B. NONTRANSFER

Nontransfer means the inability of the Foreign Enterprise and/or the Insured, after all reasonable efforts, to convert and transfer outside the Host Country available funds through normal currency exchange channels in order to remit in Policy Currency a distribution of earnings from or repatriation of the insured Investment.

C. POLITICAL VIOLENCE

Political Violence means a violent act such as Rebellion, Insurrection, Civil Commotion, Riot, Terrorism, Strike or Sabotage. In addition, Political Violence shall mean a violent act undertaken with the primary intent of achieving labor objectives, such as enforcing demands made on an employer or protesting against an act or condition.

ARTICLE III. DEFINITIONS

A. CIVIL COMMOTION means a substantial disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.

B. DATE OF LOSS

For Insuring Agreement I, Date of Loss means the date during the Policy Period on which an Expropriatory Act occurs.

For Insuring Agreement II, Date of Loss means the date during the Policy Period on which the Insured and/or the Foreign Enterprise first attempt(s) to transfer the funds in question.

For Insuring Agreement III, Date of Loss means the date during the Policy Period on which an act or acts of Political Violence occurs.

C. DEDUCTIBLE means the amount stated in Item 11. of the Schedule and will apply to each and every instance of Loss for Insuring Agreement III. The Deductible is to be borne by the Insured and remain uninsured. All covered loss(es) arising from an act, incident, or event insured herein will be considered a single incident for the purpose of calculating the Deductible.

D. FOREIGN ENTERPRISE means the entity stated in Item 3. of the Schedule.

E. GOVERNMENT OF THE HOST COUNTRY means the present or any succeeding governing authority (without regard to the method of its succession or to whether it is recognized by the government of the Insured's Country or to whether it is formally described as governmental) or authorized agents thereof, in effective control of all or part of the Host Country or of any political or territorial subdivision thereof.

F. GUARANTEE means a written unconditional obligation of the Insured to pay the debt of the Foreign Enterprise as a primary obligor if the Foreign Enterprise has not paid according to the terms of the obligation.

G. INSURED PERCENTAGE means the percentage, stated in Item 9. of the Schedule, of the amount of each and every Loss which is to be insured under this policy. The Insured Percentage shall be applied to the amount of all covered losses after subtracting any applicable Deductible.

H. INSURRECTION means a violent rising of citizens or subjects in resistance to the Government of the Host Country.

I. INVESTMENT means the Insured's financial interest in the Foreign Enterprise, as well as any equipment or inventory owned directly by the Insured which is located in the Host Country.

J. MAXIMUM LIMIT OF LIABILITY means the amount stated in Item 5. of the Schedule. Under no circumstances shall the Company be liable in the aggregate under this policy for more than the amount of the Maximum Limit of Liability.

K. LOSS

FOR INSURING AGREEMENT I, Loss means, as of the Date of Loss, the lesser of:

- the value of the Net Investment in the Host Country covered hereunder which has been subject to an Expropriatory Act less any compensation for the Expropriatory Act recovered from the Government of the Host Country or from any other source prior to the payment of any claim; or
- the Limit of Liability for Insuring Agreement I.

FOR INSURING AGREEMENT II, Loss means, as of the Date of Loss, the lesser of:

- the Policy Currency equivalent of the currency of the Host Country sought to be transferred as of the end of the Waiting Period less the Insured Percentage of the amount of any other compensation or monetary benefit realized by the Insured by reason of the Loss. The equivalent value shall be determined by applying the net exchange rate prevailing at the end of the Waiting Period in the normal exchange market or channel through which Policy Currency is generally available for the type of transaction involved. Any Loss shall be computed and paid in Policy Currency.
- the Limit of Liability for Insuring Agreement II.

FOR INSURING AGREEMENT III, Loss means, as of the Date of Loss, the lesser of:

- a) the sum of the value of damaged or destroyed assets, calculated as follows:

Buildings, Contents and Equipment: Buildings, Contents, and Equipment will be valued at the full cost to repair or replace them (without deduction for depreciation), if the Buildings, Contents and Equipment are actually repaired or replaced within a reasonable period of time following the Date of Loss. Payment will not exceed the amount actually spent to repair or replace the Buildings, Contents and Equipment for the same use or occupancy. If not repaired or replaced, they will be valued at their actual cash value at the Date of Loss.

The following Contents, however, will be valued as specified below:

- (i) Finished Stock: at the regular cash selling price, less all discounts and unincurred expenses to which such Finished Stock would have been subject had no incident occurred;
- (ii) Stock-in-Process: at the value of raw materials and labor expended plus the proportion of overhead expended;
- (iii) Business documents: at the value of the blank medium plus cost of copying, if actually copied;

All to be computed as of the time of the Date of Loss and in the Host Country, less any sums received from any source by the Insured as compensation for the damaged or destroyed assets.

- b) the Limit of Liability for Insuring Agreement C.

In no event shall the Company be liable under this policy for a total amount of all Losses exceeding the Maximum Limit of Liability.

- L. NET INVESTMENT** means, as of the Date of Loss, the sum of:
- (i) the Insured's original equity contribution to the Foreign Enterprise plus the Insured's share of retained earnings adjusted for the U.S. dollar equivalent of the Insured's ratable share of profits and losses of the Foreign Enterprise from the date of investment;
 - (ii) principal and interest (accruing up to the Date of Loss), on loans made to the Foreign Enterprise by the Insured; and
 - (iii) principal and interest (accruing up to the Date of Loss) on debts of the Foreign Enterprise Guaranteed by the Insured; and
 - (iv) the amount of the Foreign Enterprise's accounts payable to the Insured less the amount of the Foreign Enterprise's accounts receivable from the Insured; and
 - (v) for any equipment or inventory carried on the books of the Insured legally domiciled outside the Host Country, the replacement cost in the Insured's Country on the day prior to the Date of Loss, only if such equipment or inventory is replaced prior to the filing of a proof of Loss, otherwise such inventory or equipment shall be covered at net book value;

LESS:

the amount of all intangible assets, including but not limited to goodwill, operating rights, franchise agreement, trademarks, capitalized expenses, and research and development.

- M. POLICY CURRENCY** means the currency in which:
- (1) the Premium is payable;
 - (2) any Loss is payable; and
 - (3) the Limit of Liability is stated.
- N. POLICY PERIOD** means the period stated in Item 6. of the Schedule during which a Loss occurs.

O. REBELLION means a deliberate, organized and open resistance, by force and arms, to the laws or operations of the Government of the Host Country, committed by its citizens or subjects.

P. RIOT means a violent disturbance by three (3) or more persons assembled together which threatens the public peace.

Q. SABOTAGE means any act of deliberate subversion that causes damage to or destruction of real or personal property incidental to or arising out of an incident otherwise covered under this policy.

R. STRIKE means a work stoppage by three (3) or more workers to enforce demands made on an employer or to protest against an act or condition.

S. TERRORISM means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce the Government of the Host Country, individuals or persons to modify their behavior or policies, or an act which is verified by the Government of India as an act of Terrorism. Terrorism does not include an act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, e.g., robbery, crime of passion, murder.

T. WAITING PERIOD means the period stated in Item 10. of the Schedule that shall commence on the Date of Loss.

ARTICLE IV. EXCLUSIONS

The Company shall not be liable for Loss caused by or resulting from:

- A. loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:
- (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

- B. any failure of the Insured and/or the Foreign Enterprise to comply with the laws of the Host Country, or from any failure of the Insured to comply with the laws of the Insured's Country (which shall mean the [insert name of appropriate jurisdiction] for environmental or public health or worker safety laws and regulations), it being understood that in the event of a conflict of law, the law of the Insured's Country will take precedence. This exclusion includes, but is not limited to, compliance with environmental or public health or worker safety laws or regulations pre-existing this policy or which may be introduced during the Policy Period hereof. Failure of the Insured to comply with the unreasonable requirements of national or local authorities in the Host Country, the stringency of which exceeds that of comparable environmental or public health or worker safety laws or regulations of the [insert name of appropriate jurisdiction], shall not be deemed a failure within the meaning of this exclusion;
- C. the actual or threatened release, discharge, escape or dispersal of environmental contaminants or pollutants, whether direct or indirect, proximate or remote;
- D. material breach or inaccuracy of any representation, condition, warranty or covenant made herein by the Insured; or wrongful, dishonest or criminal acts or omissions of the Insured, the Foreign Enterprise, or agents of the Foreign Enterprise or the Insured;
- E. insolvency, bankruptcy or financial default of any party or person whatsoever, except the official exchange control authority of the Host Country; currency fluctuation or devaluation; any contractual



agreement or obligation assumed thereunder to which the Insured or the Foreign Enterprise may be a party; the repossession of property by any titleholder;

- F. destruction or physical damage to any property caused by any event except willful destruction by the Government of the Host Country or Political Violence, subject always to Exclusion G;
- G. war (whether before or after the outbreak of hostilities) between any of the following five powers: The People's Republic of China, France, United Kingdom, the Russian Federation, and the United States of America;
- H. pre-existing restrictions on transfer such that the Foreign Enterprise and/or Insured would have been unable to legally transfer a similar distribution in comparable circumstances as of the commencement of the Policy Period or as of the date of any subsequent extension or renewal; restrictions on usage of the funds within the Host Country; or material failure by the Insured and/or the Foreign Enterprise to perform any reasonable legal requirement necessary to convert and transfer the funds from the Host Country within thirty (30) days of the earliest date that the funds were available for transfer;
- I. road traffic accidents of any kind whatsoever; or the carriage, storage or handling of arms or ammunitions; or strikes or lockouts, except with respect to coverage provided under Insuring Agreement C.;
- J. delay, reduction of market, the cancellation, lapse or suspension of any contract, lease, license or order;
- K. burglary, robbery, or other theft or larceny, unexplained damage, mysterious disappearance, or shortage discovered on taking inventory;
- L. the loss or damage of any assets during loading, transit, or unloading from ocean-going vessels or from aircraft, or while under the protection of cargo or any other more specific insurance;
- M. the loss or damage of aircraft, or watercraft afloat while under the protection of hull or any other more specific insurance.
- N. non-discriminatory measures of general application of a kind that governments normally take in the public interest for purposes such as ensuring public safety, raising revenues, protecting the environment or regulating economic activities.
- O. destruction or physical damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- P. the failure of the Insured's computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, and whether occurring before, during or after the year 2000 that results in the inability of the Insured to:
 - 1. correctly recognize any date as its true calendar date; or
 - 2. capture, save, retain or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; or
 - 3. capture, save, retain or correctly process any data as a result of the operation of any command that has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

ARTICLE V. WARRANTIES AND COVENANTS

The Insured warrants and agrees:

- A. that it has no knowledge at the inception of the Policy Period of any circumstance which could give rise to a Loss hereunder and that all information provided to the Company by the Insured is true and correct and that no material information has been withheld;

- B. that it will do and will concur in doing all reasonable steps to avoid or minimize Loss. The Insured shall cooperate fully with the Company in the investigation of any claim, the resolution of any potential claim situation and the pursuit of any claim salvage. Such cooperation shall include disclosure of records and documents and the making available of witnesses. The Insured shall not enter into any agreement concerning a Loss or potential Loss without the Company's prior written consent. Prior to any claim payment, the Insured will pursue all reasonable diplomatic, legal, administrative, judicial and informal means which may be reasonably available for the minimization or recovery of any Loss. With respect to Insuring Agreement II, this shall include but not be limited to the Insured taking all reasonable steps to effect transfer of the funds through any legal means;
- C. that it has or will have obtained valid licenses as required and will make all applications as required by law to extend, renew or modify such licenses to comply with any new licensing requirement promulgated during the Policy Period, and that it has complied and will continue to comply in all material respects with the law of the Host Country and the Insured's Country, it being understood that as between the law of the Host Country and the law of the Insured's Country, the law of the Insured's Country will obtain in the event of a conflict of law for the purposes of this paragraph;

Notwithstanding the above, if prior to the policy inception the Insured was required or asked to obtain any license or make any application that was not normally required for other similar projects and could be considered selective discriminatory, then the Insured warrants that it has or will make all reasonable efforts to obtain all such licenses and or applications.
- D. that as of the commencement of the Policy Period and as of the date of any subsequent extension or renewal, the Insured is not aware of and has no reason to be aware of any significant delays in the types of currency transfers which are the subject of this policy or any restriction imposed under the laws, regulations, orders or decrees of the Host Country or under any voluntary agreement which would impair or significantly delay such transfers except as specifically disclosed in the proposal;
- E. that it will not disclose the existence of this policy to any third party without the Company's prior consent except in confidence to the Insured's broker, bank and professional advisors;
- F. that all written statements submitted to the Company to obtain this policy are true and correct and no material information has been withheld. Should there be any material inaccuracy in the Insured's representations, the Company may void this policy, retain the premium paid and refuse to compensate the Insured for Loss occurring prior to the discovery of the material misrepresentation;
- G. to preserve all legal, judicial and administrative remedies applicable to any claim and to furnish reasonable assistance in maintaining any rights or property transferred to the Company;
- H. to remain at risk for any Loss resulting from the perils covered to the extent not insured by this policy;
- I. to notify the Company promptly, and in no event after more than thirty (30) days, of any occurrence which could give rise to a claim. Notwithstanding any other provision of this policy, if an event of Loss occurs, the Company may terminate the Waiting Period and demand a claim filing and an assignment and subrogation, in accordance with Article VII, Section R. within ten (10) working days as a pre-condition to any claim payment;
- J. that at policy inception full and adequate property and/or builders risk insurance is in force covering the physical assets which are the property of the Foreign Enterprise. The Insured and the Foreign Enterprise will make every reasonable effort to maintain the validity of such coverage at all times during the Policy Period.

ARTICLE VI. PROOF AND PAYMENT OF LOSS

Payment of Loss shall be made after the Waiting Period specified in Item 10. of the Schedule has elapsed, on the condition that:

- A. A satisfactory written proof of Loss has been submitted to the Company.
- B. The Insured has submitted a written proof of Loss acceptable to the Company within:
 - (i) twelve (12) months after the Date of Loss; or
 - (ii) in the event of a demand by the Company for submission of such proof of Loss, the Insured shall file such proof of Loss with the Company within 30 days thereafter; and
- C. The Loss was caused by a Cause of Loss insured hereunder.

The responsibility for proving a Loss under this policy shall at all times rest with the Insured.

ARTICLE VII. GENERAL CONDITIONS

A. Accounting Principles

All financial statements and accounts as well as the calculation of any Loss hereunder shall be in accordance with the principles of Accounting generally accepted in the Insured's Country, consistently applied and as used by the Insured in its certified financial statements.

B. Arbitration

- (a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- (e) It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

C. Assignment

This policy is assignable only with the prior written consent of the Company. No assignment by the Insured of any right, title or interest in any amount payable under this policy shall be valid and binding upon the Company unless the Insured notifies the Company thereof and the Company endorses the policy in the manner provided for in Section E. of this Article.

D. Cancellation

- (a) The Company may cancel this policy by giving 30 days written notice of such cancellation to the last known address of the Insured and in such event the Company will return a pro-rata portion of the premium for the unexpired Policy Period.
- (b) This policy may also be cancelled by the Insured by giving 30 days written notice to the Company in which event the Company will retain premium at the customary short period scale, provided that there has been no claim under the policy during the Policy Period in which case no refund of premium shall be allowed.
- (c) The payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

E. Changes

Notices to any representative of the Company or knowledge possessed by any representative or by any person shall not effect a waiver or a change in any part of this policy nor estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, unless agreed to by a written endorsement issued to form a part of this policy and signed by an authorized agent or representative of the Company.

F. Choice of Law and Forum

The construction, validity and performance of this policy shall be governed by the laws of India. The Company and the Insured hereby expressly agree that all claims and disputes shall be brought for adjudication in the Courts of India.

G. Compliance by Insured

Failure by the Insured to comply with any term or condition of this policy shall not be deemed to have been excused or accepted by the Company unless the same is specifically so excused or accepted by the Company in writing.

H. Conformity to Statutes

Terms of this policy which are in conflict with the statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes.

I. Schedule

The Schedule and the proposal are an integral part of this policy. For purposes of this policy, the terms defined in the Schedule shall have the meanings set forth therein.

J. False or Fraudulent Statement, Reports or Claims, Concealment

If the Insured makes any statement, report or claim, knowing it to be false or fraudulent, or if the Insured knowingly conceals any material fact, this policy shall become void and all claims hereunder shall be forfeited.

K. Insured's Records

Upon reasonable notice, the Company may at any time examine or copy any letter, account or other documentation in the possession or control of the Insured relating to or connected with this policy. The Insured shall, at the request of the Company, take all reasonable steps to obtain for the Company any and all of the aforesaid information in the possession of any third party relating to or connected with this policy.

L. Limitation Period for Action Against the Company

No action arising out of this policy may be brought against the Company unless such action is commenced within twenty-four (24) months following the Date of Loss.

M. Loans Not Denominated in Policy Currency

In respect to Insuring Agreement I, if the Insured makes loans to the Foreign Enterprise, or Guarantees loans made to the Foreign Enterprise, and these provide for repayment in a currency other than the Policy Currency, the Company shall have the option to

make any payments of compensation in either (i) the currency specified in the loan agreement, or (ii) Policy Currency. For the purpose of calculating the amount of Policy Currency payable, the rate of exchange which shall be used shall be that offered on the Date of Loss by the Company's commercial bank. If, however, the Insured makes payment under the Guarantee in Policy Currency, the Company will pay compensation in Policy Currency.

N. Notices

All notices of Loss, claims, proposals, demands and requests provided for in this policy shall be in writing and given to or made upon the Insured or the Company at the mailing address stated for each in the Schedule of this policy.

O. Other Insurance

The insurance provided under this policy shall be excess over any other valid bond, or other indemnity or insurance, including any property and/or builder's risk insurance as stated in Article V, Item J.

P. Recoveries

After payment of any Loss hereunder, any sums which are recovered from any source, after reimbursement of the expenses of recovery, shall inure to the Company until it has completely recovered the following amounts:

- 1. The amount of the Loss paid; and 2. The Company's expenses associated with the claim; and 3. The Company's expenses associated with the recovery.

Any excess amount remaining after payment of items 1, 2, and 3 above shall inure to the Insured.

Q. Subrogation

As a condition to any claim payment, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization, and the Insured shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.

In the event of a loss under Insuring Agreement II, the Insured shall assign to the Company all of the Insured's right to, title to and interest in the currency which is the subject of the claim and all related claims against third parties and, unless illegal, deliver the funds to the Company in the Host Country. Should the Company so request, the Insured shall retain legal title to any interest or claims to which the Company is entitled. (Any salvage received by the Insured shall be held in trust for the Company and shared between the Insured and the Company as per General Condition Q.)

R. Renewal

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

ENDORSEMENT NO. 1

ENDORSEMENT FOR BUSINESS INTERRUPTION DUE TO POLITICAL VIOLENCE

This endorsement, effective _____, forms a part of Policy No. _____ Issued to by the Insurer
In consideration of the premium paid, it is hereby understood and agreed that the Schedule, Article I., Insuring Agreements, Article I7I., Definitions, Article V. Warranties and Covenants, and Article VII., General Conditions, are amended as follows:

SCHEDULE. It is agreed that Item 5. Maximum Limit of Liability, of the Schedule is hereby amended as follows:

- Item 5. Maximum Limit of Liability: _____
 - a) Limit of Liability for Insuring Agreement I: _____
 - b) Limit of Liability for Insuring Agreement II: _____
 - c) Limit of Liability for Insuring Agreement III: _____ per incident and in the aggregate.
 - d) Limit of Liability for Insuring Agreement IV: _____

It is agreed that Item 6., Policy Period, and Item 9., Insured Percentage, is amended to add the following items:

- Item 6. Policy Period:
 - c) For Insuring Agreement IV: From: _____ To _____
- Item 9. Insured Percentage: _____
 - d) For Insuring Agreement IV:

It is also agreed that Item 12., Time Deductible, and Item 13., Indemnity Period, will be added to the Schedule as follows:

- Item 12. Time Deductible:
 - a) For Insuring Agreement IV: _____ for each and every loss _____
- Item 13. Indemnity Period:
 - a) For Insuring Agreement IV: _____

INSURING AGREEMENTS. It is agreed that Article I., Insuring Agreements, is hereby amended to include the following additional Insuring Agreement:

D. INSURING AGREEMENT IV:

To indemnify the Insured for the Insured's Loss of net profit of the Foreign Enterprise as a result of the necessary interruption of business caused solely and directly by the damage or destruction of physical assets which are the property of the Foreign Enterprise, and which damage or destruction is caused solely and directly by Political Violence. The Loss will be covered from the end of the Time Deductible until the end of the Indemnity Period, or when the Limit of Liability for this Insuring Agreement is exhausted, whichever occurs first.

DEFINITIONS. It is agreed that Article III, Definitions C., Date of Loss, and K., Loss, are hereby amended to include the following definitions:

C. DATE OF LOSS

For Insuring Agreement IV, Date of Loss means the date during the Policy Period on which the interruption of business occurs.

K. LOSS

FOR INSURING AGREEMENT IV:

Loss means, as of the Date of Loss, the lesser of:

- a) Net profit before taxes that would have been earned during the Indemnity Period by the Insured in respect of the operations of the Foreign Enterprise had no act or acts of Political Violence occurred.

In the event of Loss, the Company will be liable for the reduction in net earnings for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace the property of the Foreign Enterprise that had been damaged by an act of Political Violence.

In determining net profit, consideration will be given to the experience of the Foreign Enterprise prior to the Date of

Loss, and the probable experience thereafter had no loss occurred.

- b) Extra Expenses incurred by the Insured to continue the operations of the Foreign Enterprise at other premises or replace the production of the Foreign Enterprise by any other means, but only to the extent that it reduces the amount that otherwise would have been payable under definition of Loss in paragraph a. above.

It is a condition of this insurance that if the Insured could reduce the Loss as described in paragraph a. above by complete or partial resumption of operations at other location(s) (belonging to the Insured or otherwise) or by replacing the production of the Foreign Enterprise by any other means, such reduction shall be taken into account in arriving at the amount of Loss hereunder.

- c) the Limit of Liability for Insuring Agreement IV.

In no event shall the Company be liable under this policy for a total amount of all Losses exceeding the Maximum Limit of Liability.

It is also agreed that Article III., Definitions, is hereby amended to add the following additional Definitions:

V. EXTRA EXPENSE

Extra Expense means all expenses paid to continue the business operations which the Foreign Enterprise was performing, over and above the normal operating expenses that would have been incurred during the Indemnity Period if no act of Political Violence had occurred.

W. INDEMNITY PERIOD

Indemnity Period means the period of time that begins at the end of the Time Deductible and ends on the sooner of:

1. The date by which the operations of the Foreign Enterprise, with due diligence and dispatch, could have been resumed at another or other location(s); or
2. The date when the number of days as stated in Item 13. of the Schedule has elapsed.

X. TIME DEDUCTIBLE

Time Deductible means the uninterrupted period of time commencing on the Date of Loss for Insuring Agreement IV. and continuing for the number of days stated in the Item 12. of the Schedule.

GENERAL CONDITIONS. It is agreed that Article VII., General Conditions, B., Arbitration, is hereby deleted in its entirety and replaced by the following:

B. Arbitration

- (a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he

had been appointed a sole arbitrator with the consent of both parties.

- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- (e) It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of this policy except as hereinabove set forth.