



August 24, 2020

Spire Securities, LLC
1840 Michael Faraday Drive
Suite 105
HERNDON, VA 20190

Re: Important Information about Claims Information Line

Dear **Spire Securities, LLC**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Jade S Rivera



One Tower Square
Hartford, CT 06183

07/31/2020

Spire Securities, LLC

1840 Michael Faraday Drive
Suite 105
HERNDON, VA 20190

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: <TRVP300100 for Insurance Companies> <TRVP300400 for Banks and Diversified> <TRVP300300 for Asset Management>
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

**Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183
(866) 904.8348**

HOW TO REPORT ACTUAL OR POTENTIAL LOSS OR CLAIM TO TRAVELERS

ALL NOTICES OF ACTUAL OR POTENTIAL LOSS OR CLAIM MUST BE SENT TO TRAVELERS BY EMAIL, FACSIMILE OR MAIL AS SET FORTH BELOW:

Email:BSIclaims@travelers.com

FAX:(888) 460-6622

Mail:Travelers Bond & Specialty Insurance Claim
385 Washington St. – Mail Code 9275-NB03F
St Paul, MN 55102

This is a general notice of how to report actual or potential losses or claims under this policy or bond. This notice is for information only and does not replace or add to the terms of this policy or bond. The policy or bond alone determines the scope of coverage. Please read it carefully for complete information on coverage. Contact your agent or broker if you have any questions about coverage.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Virginia Insurer And Insurance Department
Contact Information Notice**

For information about this policy, contact the insurance agent or broker listed in the policy. If additional information is needed, contact Travelers at the following address:

**Travelers
One Tower Square
Hartford, Connecticut 06183

Or call Travelers at 800.328.2189**

If there is an issue or complaint that Travelers has not satisfactorily resolved, the Virginia State Corporation Commission can be contacted at the following address:

**State Corporation Commission
Bureau of Insurance
Property and Casualty Division
PO Box 1157
Richmond, Virginia 23218

Or call the Bureau of Insurance at 877.310.6560 or 804.371.9185
Or visit their website at www.scc.virginia.gov/boi**

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. **106344136**
in favor of **Spire Securities, LLC**

It is agreed that:

1. The following replaces **INSURING AGREEMENTS (A) FIDELITY**:

FIDELITY

(A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee, acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Employee with the intent:

- (1) to cause the Insured to sustain such loss; or
- (2) to obtain financial benefit for the employee or another person or entity.

Notwithstanding the foregoing, it is agreed that with regard to Loans or Trading this bond covers only loss resulting directly from dishonest or fraudulent acts committed by an Employee with the intent:

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee or another person or entity.

However, where the proceeds of a fraud perpetrated by an Employee arising from Loans or Trading are actually received by persons with whom the Employee was acting in collusion, but said Employee fails to derive a financial benefit therefrom, such a loss will nevertheless be covered hereunder as if the Employee had obtained such benefit provided the Insured establishes that the Employee intended to participate therein.

As used throughout this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

The term Trading as used in this Insuring Agreement shall mean trading or other dealings in securities, commodities, futures, options, foreign or federal funds, currencies, foreign exchange and the like.

2. This rider shall become effective as of 12:01 a.m. standard time on **08/01/2020**.

REPLACE INSURING AGREEMENT (A) FIDELITY
FOR USE WITH CERTAIN FINANCIAL INSTITUTION
BOND, STANDARD FORMS.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136
in favor of Spire Securities, LLC

It is agreed that:

1. The following is added to **Item 4.**, Optional Insuring Agreements and Coverages of the Declarations Page:

	Single Loss <u>Limit of Liability</u>	Single Loss <u>Deductible</u>
UNCOLLECTIBLE ITEMS OF DEPOSIT	\$25,000	\$5,000

2. The attached bond is amended by adding an additional Insuring Agreement as follows:

UNCOLLECTIBLE ITEMS OF DEPOSIT

Loss resulting directly from payments of dividends, issuance of Fund shares or withdrawals permitted from any customer's, shareholder's or subscriber's account as a consequence of:

- (1) uncollectible Items of Deposit of a customer, shareholder or subscriber credited by the Insured or its agent to such person's account; or
- (2) any Item of Deposit processed through an automated clearing house which is reversed by a customer, shareholder or subscriber and is deemed uncollectible by the Insured;

provided, that: (i) Items of Deposit shall not be deemed uncollectible until the Insured's collection procedures have failed; and (ii) the Insured shall have implemented and maintained a policy to hold Items of Deposit for the minimum number of days stated in its operations guidelines (as amended from time to time) before paying any dividend or permitting any withdrawal with respect to such Items of Deposit (other than exchanges between Funds). Regardless of the number of transactions between Funds in an exchange program, the minimum number of days an Item of Deposit must be held shall begin from the date the Item of Deposit was first credited to any Fund(s).

3. The following are added to **CONDITIONS AND LIMITATIONS**, Section 1. DEFINITIONS:

Fund means an investment company registered under the Investment Company Act of 1940, solely with respect to this UNCOLLECTIBLE ITEMS OF DEPOSIT Insuring Agreement.

Item(s) of Deposit means one or more checks or drafts, solely with respect to this UNCOLLECTIBLE ITEMS OF DEPOSIT Insuring Agreement.

4. The following is added to **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS:

The bond does not cover loss resulting from uncollectible Item(s) of Deposit, which are drawn from a financial institution outside the United States of America, District of Columbia, Puerto Rico, territories and possessions of the United States of America, or Canada.

5. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136

in favor of Spire Securities, LLC

It is agreed that:

1. The following is added to **CONDITIONS AND LIMITATIONS**, Section 1. DEFINITIONS, Employee:

Employee also means a person who is a registered representative or registered principal, associated with an Insured that is subject to Rule 4360 of the Financial Industry Regulatory Authority (FINRA), except a:

- (a) sole proprietor,
- (b) sole stockholder,
- (c) director or a trustee of an Insured who is not performing acts coming within the scope of the usual duties of an officer or an employee, or
- (d) partner.

2. The following replaces **CONDITIONS AND LIMITATIONS**, Section 4. LIMIT OF LIABILITY, Aggregate Limit of Liability:

Aggregate Limit of Liability

Except as provided in (a) below, the Underwriter's total liability for all losses discovered during the Bond Period shown in Item 2 of the Declarations shall not exceed the Aggregate Limit of Liability shown in Item 3 of the Declarations. The Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of this bond.

Upon exhaustion of the Aggregate Limit of Liability by such payments:

- (a) the Underwriter shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter, except with respect to that part of any loss sustained by an Insured subject to Rule 4360 of FINRA, which is within the minimum amount of coverage required for such Insured by Rule 4360 of FINRA, and
- (b) the Underwriter shall have no obligation under General Agreement F to continue the defense of the Insured, and upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The Aggregate Limit of Liability shall be reinstated by any net recovery received by the Underwriter during the Bond Period and before the Aggregate Limit of Liability is exhausted. Recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce the Aggregate Limit of Liability, but any payment under the lost instrument bond shall reduce the Aggregate Limit of Liability under this bond.

FINRA RULE 4360 RIDER

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM NOS. 14.

3. The following is added to **CONDITIONS AND LIMITATIONS**, Section 4. LIMIT OF LIABILITY, Single Loss Limit of Liability:

Provided that court costs and attorney fees incurred by the Underwriter under General Agreement F, solely with respect to the defense of an Insured subject to Rule 4360 of FINRA, shall reduce, and shall be a part of, only any portion of the Single Loss Limit of Liability that exceeds the minimum amount of coverage required for such Insured by Rule 4360 of FINRA. Any such costs and fees shall not reduce the minimum Single Loss Limit of Liability required by Rule 4360 of FINRA.

4. The following is added to the first paragraph of **CONDITIONS AND LIMITATIONS**, Section 13. TERMINATION OR CANCELATION:

Provided that solely with respect to any Insured that is subject to Rule 4360 of FINRA, this bond shall not terminate upon exhaustion of the Aggregate Limit of Liability, but upon such exhaustion, the Single Loss Limit of Liability shall be reduced to the minimum amount of coverage required by Rule 4360 of FINRA.

5. The following is added to **CONDITIONS AND LIMITATIONS**:

The Underwriter will mark its records to indicate that FINRA is to be notified promptly concerning the cancelation or substantial modification of this bond, whether at the request of the Insured or the Underwriter. The Underwriter will use its best efforts to so notify FINRA but failure to so notify FINRA shall not impair or delay the effectiveness of any such termination, cancelation or modification.

6. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form 14, No.

in favor of Spire Securities, LLC

It is agreed that:

1. The following is added to **INSURING AGREEMENTS**:

SELLING AWAY

Loss resulting directly from:

- a. an order of a court, regulatory authority, or similar entity of competent jurisdiction requiring the Insured to pay Restitution; or
- b. Restitution the Insured pays to a Client with the Underwriter's prior written consent.

2. Solely with respect to the Selling Away Insuring Agreement, the following is added to **GENERAL AGREEMENT, F. NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND**:

The Underwriter will only pay that part of the defense expenses attributable to determining the Insured's liability for the Wrongful Conversion of Client Property by a Registered Representative. If other causes of action are involved in the same litigation, the Underwriter will pro rate the defense expenses.

3. Solely with respect to the Selling Away Insuring Agreement, the following are added to **CONDITIONS AND LIMITATIONS, Section 1. DEFINITIONS**:

Client means any person or entity for whom the professional services of the Insured (or its Registered Representative acting or purportedly acting in that capacity) have been, or purportedly have been, engaged provided that:

- a. a duly executed written agreement establishing the relationship between the Insured and the Client existed at the time of the Wrongful Conversion; or
- b. the Insured is adjudicated liable by order of a court, regulatory authority, or similar entity of competent jurisdiction for the Registered Representative's Wrongful Conversion of Client Property; provided, such liability does not include (i) liability the Insured assumes or accepts under any contract or agreement, except to the extent such liability would have attached in the absence of such contract or agreement; or (ii) the Insured's liability for its own acts or acts it instigates, directs, or condones.

The Underwriter may, at its sole option, waive the requirement for an order in paragraph b. above.

Illicit Benefit means gain that the Registered Representative is not lawfully entitled to obtain. It does not include employee or similar benefits received in the normal course of employment or representation, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, or pensions. Any such benefits will be deemed to have been received in the normal course of employment or representation unless they constitute an actual share to the recipient in the illicit proceeds from a fraudulent imitation of a purported business, commercial, or financial transaction which does not, in fact, exist as a legitimate transaction and which:

- a. is perpetrated by the recipient for the sole and specific purpose of generating an illegal share of the proceeds from the fraud for the recipient;
- b. violates the Insured's enforced standards and practices and serves no valid business, commercial or financial purpose for the Insured or the Client; and
- c. is intentionally concealed from or misrepresented to the Insured and the Client by the recipient through false documents, false reports, or other dishonest acts or omissions.

Registered Representative means a person who is or was:

- a. a registered representative or registered principal duly associated with an Insured; or
- b. a registered investment advisor or investment advisor representative for which the Insured has a regulatory responsibility to supervise,

SELLING AWAY INSURING AGREEMENT RIDER

FOR USE WITH ANY FINANCIAL INSTITUTION BOND, STANDARD FORM 14 FOR FINANCIAL INSTITUTIONS.

while acting, or purporting to act, in such capacity. If the Insured is adjudicated liable by a court, regulatory authority, or similar entity of competent jurisdiction for the Registered Representative's Wrongful Conversion of Client Property it shall be dispositive in establishing that such person was acting in the capacity of Registered Representative in the commission of the Wrongful Conversion.

Restitution means the direct compensatory damages that a court, regulatory authority, or similar entity of competent jurisdiction orders the Insured to pay to a Client for a loss directly caused by the Wrongful Conversion of Client Property by a Registered Representative while acting or purportedly acting in that capacity. Restitution does not include any failure of any investment to perform as represented or expected and also does not include fines, penalties, punitive, exemplary or multiple damages or similar relief. The Underwriter may, at its sole option, waive the requirement for an order referenced above, and determine the direct loss payable to a Client.

Wrongful Conversion means loss resulting directly from the unlawful possession or control over the disposition or alteration of Client Property through fraudulent or dishonest means to the ultimate deprivation of a Client and to the Illicit Benefit:

- a. of the Registered Representative;
 - b. of any accomplices of the Registered Representative; or
 - c. except for trading losses, of any other persons intended to receive the benefit, provided that:
 - (1) the Registered Representative actually knew at the time that those other persons were not entitled to the Client Property and that the conversion was unauthorized and fraudulent; and
 - (2) the Registered Representative knew (or should have known) at the time that the conversion would directly cause the Insured or a Client to sustain a loss.
4. Solely with respect to the Selling Away Insuring Agreement, the following replaces **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (i):
- (i) loss resulting directly or indirectly from transactions in a Client's account, whether authorized or unauthorized, except the unlawful withdrawal and conversion of Money, securities, or precious metals directly from a Client's account by a Registered Representative, provided such unlawful withdrawal and conversion is covered under Insuring Agreement (A) or unless covered under the Selling Away Insuring Agreement;
5. The following is added to the **CONDITIONS AND LIMITATIONS**, Section 4. LIMIT OF LIABILITY:
- The Single Loss Limit of Liability for each Single Loss under the Selling Away Insuring Agreement is limited to 25% of the Single Loss Limit of Liability for Insuring Agreement (A) stated in Item 4 of the Declarations or \$1,000,000, whichever amount is less.
6. The following is added to the **CONDITIONS AND LIMITATIONS**, Section 12. DEDUCTIBLE AMOUNT:
- The Single Loss Deductible applicable to the Selling Away Insuring Agreement is the Single Loss Deductible applicable to Insuring Agreement (A).
7. Solely with respect to the Selling Away Insuring Agreement, the following is added to the **CONDITIONS AND LIMITATIONS**:

SELLING AWAY – DEFENSE AND SETTLEMENT

- (a) If the Client brings a lawsuit against the Insured to determine the Insured's liability for the Wrongful Conversion of Client Property, the Underwriter will have the right, but not the duty, to:
 - (1) settle the suit on the Insured's behalf within the remaining applicable Limit of Liability;
 - (2) settle the loss with the Insured for the applicable Limit of Liability; or
 - (3) conduct the defense of the suit (including any appeals) itself on the Insured's behalf and in the name of the Insured.

If the Underwriter settles the suit or loss as set forth in (1) or (2) above, the Underwriter will not be liable for any additional defense expenses incurred from the date of settlement.

If the Underwriter elects to conduct the defense and the Insured refuses to accede to it, the Underwriter will not be liable for more than the amount it had agreed the Insured was legally obligated to pay as Restitution.

SELLING AWAY INSURING AGREEMENT RIDER

FOR USE WITH ANY FINANCIAL INSTITUTION BOND, STANDARD FORM 14 FOR FINANCIAL INSTITUTIONS.

If the Underwriter recommends a settlement and the Insured refuses to accept it, the Underwriter's liability will not exceed the amount of the recommended settlement and defense expenses incurred up to the date the recommendation was made to the Insured.

- (b) If the Client brings suit against the Insured to recover Restitution in excess of what the Underwriter agrees to, the attached bond will pay, in addition to the Single Loss Limit of Liability applicable to loss under the Selling Away Insuring Agreement, reasonable defense expenses in defending against such suit, subject to **GENERAL AGREEMENT, F. NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND.**

If, prior to the Insured's payment to the client, the Insured does not seek such consent from the Underwriter or the Underwriter does not grant it, the Underwriter will subsequently establish the amount of Restitution to be covered under the Selling Away Insuring Agreement based on its determination of the value of the Client Property lost through Wrongful Conversion.

8. Solely with respect to the Selling Away Insuring Agreement, the following is added to **CONDITIONS AND LIMITATIONS**, Section 13. **TERMINATION OR CANCELATION:**

This bond terminates as to any Registered Representative (a) as soon as any Insured, or director or officer of the Insured not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether or not of the type covered under the Selling Away Insuring Agreement, against the Insured or any other person or entity, or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

9. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

SELLING AWAY INSURING AGREEMENT RIDER

FOR USE WITH ANY FINANCIAL INSTITUTION BOND, STANDARD FORM 14 FOR
FINANCIAL INSTITUTIONS.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form 14, No. 106344136

in favor of Spire Securities, LLC

It is agreed that:

1. The bond is amended by adding an additional Insuring Agreement as follows:

ERISA FRAUD OR DISHONESTY

Loss incurred by an Employee Benefit Plan named in this bond resulting directly from Fraud or Dishonesty committed by a Covered Person. Coverage afforded by this Insuring Agreement extends only to Employee Benefit Plans named in this bond, and does not extend to Insureds that are not Employee Benefit Plans.

2. For the purpose of the ERISA Fraud or Dishonesty Insuring Agreement, the following definitions are added:

- a. Covered Person means any natural person who is

- i. A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any Employee Benefit Plan insured under this Insuring Agreement; or
- ii. A director, officer, employee or trustee of a named Insured, but only while that person is handling funds or property of an Employee Benefit Plan insured under this Insuring Agreement;

but does not include any agent, broker, person leased to the Insured or the Employee Benefit Plan by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character.

- b. Employee Benefit Plan(s) means any welfare or pension plan the majority of whose beneficiaries are Employees or former Employees of the Insured, listed in the Declarations as an Insured and subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended.
- c. Fraud or Dishonesty means larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion or willful misapplication, or any other fraudulent or dishonest act, including acts prohibited by title 18, section 1954 of the U.S. Code.
- d. Occurrence means all loss or losses caused by, or involving, any one Covered Person, acting alone or in collusion with others.

3. For the purposes of this Insuring Agreement only, Exclusions (a), (d), (e), (g), (h), (i), (k), (l), (m), (n), (o), (p), (q), (r), (bb) and (cc) are deleted and the following exclusions are added:

- a. loss resulting from the dishonest or fraudulent acts of a Covered Person if the Insured, or any employee, trustee, fiduciary or plan administrator of an Insured Employee Benefit Plan who is not in collusion with such Covered Person, knows or knew prior to such loss of any prior dishonest or fraudulent act committed by such person, whether in the employment of the Insured or any Insured Benefit Plan or otherwise, whether or not of the type covered under this bond and without regard to whether the knowledge was obtained before or after the commencement of this bond.
- b. loss resulting from the negligence of a Covered Person.
- c. loss resulting from the theft, disappearance, destruction or disclosure of confidential information, including, but not limited to, trade secrets, personal information, personally identifiable information, customer lists and intellectual property; provided however that this exclusion will not apply to loss that is otherwise covered under this bond, caused by a Covered Person's access to, use of, or disclosure of confidential information to commit acts of Fraud or Dishonesty.

4. For the purposes of this Insuring Agreement only, the **ADDITIONAL OFFICES OR EMPLOYEES – CONSOLIDATION, MERGER OR PURCHASE OF ASSETS – NOTICE** – General Agreement is deleted and replaced with the following:

ERISA FRAUD OR DISHONESTY RIDER

FOR USE WITH FINANCIAL INSTITUTION BONDS, STANDARD FORM NO. 14
REVISED TO OCTOBER 2017

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity any additional persons become Covered Persons:

- a. The Insured must give the Underwriter written notice and obtain its written consent to extend this bond to such additional Covered Persons. The Underwriter may condition its consent upon payment of an additional premium; but
 - b. For the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for Covered Persons also applies to these Additional Covered Persons for acts committed or events occurring within said 60 day period.
5. For the purposes of this Insuring Agreement only, the INSURED'S ERISA PLANS General Agreement is deleted and replaced with the following:

EMPLOYEE BENEFIT PLANS

- a. It is the responsibility of the Insured to select a Limit of Insurance for the Insuring Agreement that is sufficient to provide a limit that is at least equal to that required under ERISA if each Employee Benefit Plan were separately insured.
- b. Any payment we make to the Insured for loss sustained by any Employee Benefit Plan will be held by the Insured for the use and Benefit of the plan(s) sustaining the loss.
- c. If two or more Employee Benefit Plans are insured under this insurance, any payment we make for loss:
 - (i) Sustained by two or more Employee Benefit Plans; or
 - (ii) Of commingled Property of two or more Employee Benefit Plans;that arises out of one Occurrence and cannot be allocated specifically to any one Employee Benefit Plan, is to be shared by each Employee Benefit Plan sustaining loss in proportion that the limit of insurance required under ERISA for each such Employee Benefit Plan bears to the total of those limits.
- d. Notwithstanding Section 3 Of the Conditions and Limitations of this bond, the Underwriter will pay for loss that is sustained by an Employee Benefit Plan prior to the effective date of termination or cancellation of this bond, which is discovered by the Insured within one year following the date of termination or cancellation. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by the Insured that offers the same coverage afforded by this Insuring Agreement in an amount no less than the minimum amount required under ERISA section 412 and provides coverage for loss sustained prior to its effective date. If this Insuring Agreement is canceled or terminated as to any covered Employee Benefit Plan, this extended period to discover a loss applies separately to that Employee Benefit Plan.
- e. The deductible required by Section 12 of the Conditions and Limitations of this bond shall be applicable to a loss suffered by an Employee Benefit Plan only after the Employee Benefit Plan has received from the Underwriter:
 - i. \$500,000; or
 - ii. \$1,000,000, if the employee benefit plan holds "employer securities" within the meaning of section 407(d)(1) of ERISA.

6. The following Condition is added for the purposes of this Insuring Agreement:

Cancellation as to Any Covered Person

Coverage under this bond is canceled as to any Covered Person:

- a. Immediately upon discovery by any Insured, or by an employee, trustee, fiduciary or plan administrator of an Insured Employee Benefit Plan who is not in collusion with the Covered Person, of any dishonest act committed by that Covered Person whether before or after becoming a Covered Person. Whether such discovery occurs prior to or after commencement of this bond, there is no coverage under the Insuring Agreement for loss or losses resulting from acts committed by that Covered Person after the date of such discovery.

ERISA FRAUD OR DISHONESTY RIDER

FOR USE WITH FINANCIAL INSTITUTION BONDS, STANDARD FORM NO. 14
REVISED TO OCTOBER 2017

- b. On the date specified in a notice mailed to the Insured. That date will be at least 30 days after the date of mailing. The mailing of notice to the Insured at the last mailing address known to the Underwriter will be sufficient proof of notice. Delivery of notice is the same as mailing.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. **106344136**

in favor of **Spire Securities, LLC**

It is agreed that:

1. The following is added to Item 4., Optional Insuring Agreements and Coverages of the Declarations:

	Single Loss Limit of Liability	Single Loss Deductible
CLAIMS EXPENSE	\$25,000	\$5,000

2. The following is added to **INSURING AGREEMENTS**:

CLAIMS EXPENSE

Necessary and reasonable expenses incurred and paid by the Insured, with the prior approval of the Underwriter, in preparing any covered claim for loss under Insuring Agreement (A), which loss exceeds the applicable Single Loss Deductible.

3. The following is added to **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (u):

This exclusion does not apply to the Claims Expense Insuring Agreement.

4. This rider shall become effective as of 12:01 a.m. standard time on **08/01/2020**.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. **106344136**

in favor of **Spire Securities, LLC**

It is agreed that:

1. The following is added to Item 4., Optional Insuring Agreements and Coverages of the Declarations:

	Single Loss Limit of Liability	Single Loss Deductible
UNAUTHORIZED SIGNATURE	\$25,000	\$5,000

2. The following is added to **INSURING AGREEMENTS**:

UNAUTHORIZED SIGNATURE

Loss resulting directly from the Insured having paid or transferred any Property in reliance on any check, draft or Withdrawal Order, which is:

- (1) received from a person present on the premises of the Insured;
- (2) made or drawn on a customer's account; and
- (3) bears the signature or endorsement of one other than a person whose name and signature is on file with the Insured as a signatory on such account.

As conditions precedent to the Insured's right of recovery under this Insuring Agreement:

- (a) the Insured must have on file signatures of all persons who are authorized signatories on such account; and
- (b) the Insured must maintain written instructions outlining the acceptance procedures of checks, drafts and Withdrawal Orders made or drawn on such account.

3. The following replaces **CONDITIONS AND LIMITATIONS**, Section 9. ANTI-BUNDLING:

If any Insuring Agreement requires that an enumerated type of document be altered or Counterfeit, contain a signature which is a Forgery, unauthorized or obtained through trick, artifice, fraud or false pretenses, the alteration or Counterfeit or signature must be on or of the enumerated document itself not on or of some other document submitted with, accompanying or incorporated by reference into the enumerated document.

4. This rider shall become effective as of 12:01 a.m. standard time on **08/01/2020**.

UNAUTHORIZED SIGNATURE RIDER
FOR USE WITH FINANCIAL INSTITUTION BOND,
STANDARD FORMS.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. **106344136**

in favor of **Spire Securities, LLC**

It is agreed that:

1. At the request of the Insured, the Underwriter **adds to** the list of Insured under the attached bond the following:

Spire Wealth Management, LLC

Spire Insurance Agency

2. This rider is effective as of 12:01 a.m. standard time on **08/01/2020**.

Accepted:

ADDING OR DEDUCTING INSUREDS RIDER
FOR USE WITH ALL FORMS OF BONDS CONTAINING A JOINT
INSURED CLAUSE OR RIDER, TO ADD OR DEDUCT JOINT
INSUREDS.

REVISED TO JANUARY, 2008.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No.14, No.106344136
in favor of Spire Securities, LLC

It is agreed that:

1. The following is added to **Item 4.**, Optional Insuring Agreements and Coverages of the Declarations:

	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
Business Debit, Credit or Charge Card Forgery or Alteration	\$250,000	\$5,000

2. The following is added to **INSURING AGREEMENTS**:

Business Debit, Credit or Charge Card Forgery or Alteration

Loss resulting directly from Forgery or alteration of, on or in any Written instrument required in conjunction with any credit, debit or charge card issued to any Employee of the Insured for business purposes; provided the Insured is legally liable to the issuer of such credit, debit or charge card for such loss and the Insured and such Employee fully comply with all provisions, conditions and other terms under which such credit, debit or charge card is issued.

3. The following replaces **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (a):
 - (a) loss resulting directly or indirectly from Forgery or alteration, except when covered under Insuring Agreement (A), (D) or (E) or the Business Debit, Credit or Charge Card Forgery or Alteration Insuring Agreement;
4. The following replaces **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (k) of the Form 14, if applicable and Form 24, if applicable:
 - (k) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification, cash management or other cards:
 1. in obtaining credit or funds;
 2. in gaining access to any automated teller machine or other automated mechanical device which, on behalf of the Insured, disburses Money, accepts deposits, cashes checks, drafts or similar Written instruments or makes credit card loans; or
 3. in gaining access to any point of sale terminal, customer – bank communication terminal, or similar electronic terminal of any electronic funds transfer system,

Whether such cards were issued, or purport to have been issued by the Insured or by anyone other than the Insured, except when covered under Insuring Agreement A or the Business Debit, Credit or Charge Card Forgery or Alteration Insuring Agreement.

BUSINESS DEBIT, CREDIT OR CHARGE CARD FORGERY OR ALTERATION RIDER

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORMS 14, 15 AND 24.

- 5 The following replaces **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (i) of the Form 15, if applicable:
- (j) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience or other cards except when covered under Insuring Agreement A or the Business Debit, Credit or Charge Card Forgery or Alteration Insuring Agreement.
6. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136 in favor of Spire Securities, LLC

It is agreed that:

1. The following is added to section 1. DEFINITIONS:

Insurable Financial Interest means the first named Insured's insurable interest in an Insured that is domiciled in a country or jurisdiction in which the Underwriter is not licensed to provide this insurance, as a result of the first named Insured's:

- (1) ownership of the majority of the outstanding securities or voting rights of the Insured representing the present right to elect, appoint, or exercise a majority control over such Insured's board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
- (2) indemnification of, or representation that it has an obligation to indemnify, the Insured for loss sustained by such Insured; or
- (3) election or obligation to obtain insurance for such Insured.

2. The following are added to CONDITIONS AND LIMITATIONS:

(a) This bond does not apply to:

- (1) loss sustained by an Insured domiciled; or
- (2) loss of or damage to, property located,

in any country or jurisdiction in which the Underwriter is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

- (b) In the event an Insured sustains loss referenced in (a) above to which this bond would have applied, the Underwriter will reimburse the first named Insured for its loss, on account of its Insurable Financial Interest in such Insured.

SANCTIONS

This bond will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Underwriter or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

3. The following is added to CONDITIONS AND LIMITATIONS, Section 8. COOPERATION:

In the event the Underwriter indemnifies the first named Insured on account of its Insurable Financial Interest in an Insured, as a condition precedent to exercising rights under this bond, the first named Insured will cause the Insured to comply with the conditions of this bond.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT
FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM 14, 15 & 24.

4. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

Accepted:

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136
in favor of Spire Securities, LLC

It is agreed that:

1. The following replaces **CONDITIONS AND LIMITATIONS**, Section 1. DEFINITIONS, (f) Employee, (1):

(1) a natural person while in the service of the Insured whom the Insured has the right to direct and control in the performance of his or her duties and:

(i) whom the Insured directly compensates by wages, salaries or commissions, or

(ii) who is compensated by an employment agency which is paid by the Insured for providing such person's services for work at or in the Insured's offices or premises covered hereunder;

Employee includes any such person for a period of 60 days after the person's termination of service, provided such termination does not arise out of or involve any dishonest or fraudulent activity committed by or involving such person;
2. The following is added to **CONDITIONS AND LIMITATIONS**, Section 1. DEFINITIONS, (f) Employee:

() any, trustees or non-compensated officers when performing acts coming within the scope of the usual duties of an officer or employee;

() any former Employee or retiree of the Insured retained as a consultant while working exclusively for the Insured, on the Insured's premises and under written contract.
3. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

**AMEND DEFINITION OF EMPLOYEE – ADD EMPLOYEES AFTER
TERMINATION (60 DAYS), TRUSTEES, NON-COMPENSATED
OFFICERS AND FORMER EMPLOYEE CONSULTANTS RIDER
FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM 14.**

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136

in favor of **Spire Securities, LLC**

It is agreed that:

1. The following is added to **Item 4.**, Optional Insuring Agreements and Coverages of the Declarations:

	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
Computer Systems:		
Computer Fraud Coverage	\$2,000,000	\$75,000
Fraudulent Instruction Coverage	\$2,000,000	\$75,000
Remote Access PBX System Fraud Coverage		
Restoration Expenses Coverage	\$1,000,000	\$75,000

2. The following is added to **INSURING AGREEMENTS**:

COMPUTER SYSTEMS

A. Computer Fraud Coverage

Loss resulting directly from Computer Fraud.

B. Fraudulent Instruction Coverage

Loss resulting directly from the Insured having in good faith caused a transfer of funds as a result of a Fraudulent Instruction when the Insured, prior to causing the transfer of funds, used its reasonable best efforts to verify the identity of the person transmitting the instruction; provided that if the instruction is purported to be from a Customer, the Insured:

1. performed a Callback Verification with respect to such instruction; and
2. followed an agreed upon Security Procedure set forth in a Funds Transfer Agreement applicable to the transaction and instruction.

Such Fraudulent Instruction received and, if applicable, Callback Verification performed, must be either recorded, logged, or documented by the Insured.

C. Remote Access PBX System Fraud Coverage

Loss resulting directly from Remote Access PBX System Fraud.

D. Restoration Expenses

Restoration Expenses incurred by the Insured and resulting from a Computer Violation by someone other than an Employee.

3. The following definitions are added to **CONDITIONS AND LIMITATIONS**, Section 1. DEFINITIONS:

COMPUTER SYSTEMS INSURING AGREEMENT WITH ADDITIONAL COVERAGES RIDER

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM NOS. 14, 15.

Automated Teller Machine means any automated mechanical device, point of sale terminal or similar operating system which, on behalf of the Insured, disburses Money, accepts deposits, cashes checks, drafts or similar written instruments, or which makes credit card Loans.

Callback Verification means a verbal conversation with the purported Customer, using a Pre-Determined Telephone Number, to verify the identity of the Customer and the authenticity of a funds transfer request.

Computer Fraud means an intentional, unauthorized and fraudulent entry of data or computer instructions directly into, or change of data or computer instructions within, a Computer System by a natural person or entity other than an Employee, including any such entry or change made via the internet or a Network, provided that such entry or change causes:

- (1) Property to be transferred, paid or delivered;
- (2) an account of the Insured, or of its customer, to be added, deleted, debited or credited; or
- (3) an unauthorized or fictitious account to be debited or credited.

Computer System means:

- (1) any computer; and
- (2) any input, output, processing, storage or communication device, or any related network, operating system or application software, that is connected to, or used in connection with, such computer, which is rented by, owned by, leased by, licensed to, or under the direct operational control of, the Insured.

Computer Violation means:

- (1) the introduction of a Computer Virus into a Computer System; or
- (2) damage to, or destruction of, computer programs, software or other electronic data stored within a Computer System by a natural person, who has:
 - (i) gained unauthorized access to such Computer System; or
 - (ii) authorized access to such Computer System but uses such access to cause such damage or destruction.

Computer Virus means any malicious code which could destroy, alter, contaminate, or degrade the integrity, quality, or performance of:

- (1) electronic data used, or stored, in any Computer System or network; or
- (2) a computer network, any computer application software, or a computer operating system or related network.

Customer means, only with respect to the Computer Systems Insuring Agreement, an entity or natural person which has a Funds Transfer Agreement with the Insured.

Financial Institution means:

- (1) a bank, trust company, savings bank, credit union, savings and loan association, or similar thrift institution; or
- (2) a stock brokerage firm mutual fund, liquid assets fund or similar investment institution, provided that Financial Institution does not include any such entity, institution or organization that is an Insured.

Fraudulent Instruction means an intentional, fraudulent and unauthorized instruction directed to the Insured, which is:

- (1) transmitted via telefacsimile, and:
 - (i) purports and reasonably appears to be from a Customer, a Financial Institution, or another office of the Insured;
 - (ii) was in fact transmitted by someone other than a Customer, a Financial Institution, or another office of the Insured; and
 - (iii) purports and reasonably appears to contain the handwritten signature of a person authorized to initiate such transfer that proves to have been used by an unauthorized person;
- (2) transmitted verbally, via telephone, and purports to be from:
 - (i) an officer, director, partner or employee of a Customer, who is authorized by the Customer to instruct the Insured to make such a transfer;
 - (ii) a Customer who is a natural person; or
 - (iii) an Employee in another office of the Insured, who was authorized by the Insured to instruct other Employees to transfer funds on deposit in a Customer's account; and was received by an Employee specifically designated to receive and act upon such instructions,

but was in fact transmitted by someone other than a person described in item (2) of this definition; or
- (3) transmitted via electronic mail, and purports and reasonably appears to be from a Customer of the Insured, but was in fact transmitted by someone other than such Customer.

Fraudulent Instruction does not include instructions purportedly from a Customer unless the Funds Transfer Agreement authorizes the Insured to rely on the specific transmittal method actually used to make the instruction.

Funds Transfer Agreement means an Original Written agreement, signed by the Customer, that:

- (1) authorizes the Insured to rely on voice, telefacsimile, or electronic mail instructions to make funds transfers;
- (2) provides the Insured with the names of persons authorized to initiate funds transfers; and
- (3) establishes a specific Security Procedure that the Insured is obligated to follow to verify the authenticity of a funds transfer request.

**COMPUTER SYSTEMS INSURING AGREEMENT WITH
ADDITIONAL COVERAGES RIDER**

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM NOS. 14, 15.

Network means:

- (1) any and all services provided by or through the facilities of any electronic or computer communication system, including Fedwire, Clearing House Interbank Payment System (CHIPS), Society for Worldwide Interbank Financial Telecommunication (SWIFT), National Automated Clearing House Association (NACHA) and similar interbank payment or settlement systems; and
- (2) Automated Teller Machines, point of sale terminals, and other similar operating systems, including any shared networks, internet access facilities, or other similar facilities for such systems in which the Insured participates, allowing the input, output, examination or transfer of data or programs from one computer to a Computer System.

Pre-Determined Telephone Number means a telephone number that:

- (1) was provided by the Customer when the Customer opened the account with the Insured;
- (2) was provided in person by the Customer after the Customer opened the account with the Insured, while the Customer was physically present on the Insured's premises and presenting a government-issued photo identification;
- (3) was provided in a Funds Transfer Agreement;
- (4) replaced a telephone number previously provided for the Customer's account, provided that confirmation of the legitimacy of the change was achieved through verbal contact with the Customer at the previous Pre-Determined Telephone Number; or
- (5) replaced a telephone number previously provided for the Customer's account and was received by the Insured at least 30 days prior to the receipt of the Fraudulent Instruction.

Remote Access PBX System means a computerized private branch exchange voice telephone switching system operated by and located on the premises of the Insured that provides internal telephone communications between stations located on a given network, as well as between the Insured and other public or private telephone networks, excluding however, those systems for which the Insured does not retain sole control over system administration (performing security functions or activating systems features controlled by hardware or software options).

Remote Access PBX System Fraud means the intentional, unauthorized and fraudulent gaining of access to outgoing long distance telephone services from a location other than the Insured's premises by either the fraudulent manipulation or unauthorized use of passwords or access codes designed to identify and authenticate users of or access to the Insured's Remote Access PBX System by a natural person other than an identifiable Employee, resulting in charges for long distance toll calls which the Insured is legally obligated to pay a long distance carrier. Provided however, such charges will not be covered hereunder because of the Insured's failure to:

- (1) incorporate a system password or access code feature of at least 8 characters with such passwords begin changed at least monthly; and
- (2) activate and continue the operation of a call-disconnect feature that automatically terminates a caller's password or access code after three unsuccessful sign-on attempts.

Restoration Expenses means reasonable costs incurred by the Insured, with the Company's prior written consent, to restore, replace or reproduce damaged or destroyed computer programs, software or other electronic data stored within a Computer System, or which the Insured owns,

**COMPUTER SYSTEMS INSURING AGREEMENT WITH
ADDITIONAL COVERAGES RIDER**

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM NOS. 14, 15.

holds or is responsible for, to the condition that existed immediately preceding a Computer Violation; provided that if it is determined by the Insured that such computer programs, software or other electronic data cannot reasonably be restored, replaced or reproduced, then Restoration Expenses means only the reasonable costs incurred by the Insured, with the Company's prior written consent, to reach such determination.

Restoration Expenses do not include:

- (1) expenses incurred as a result of the reconstruction of computer programs, software or other electronic data which the Insured did not have a license to use;
- (2) expenses incurred to restore, replace or reproduce damaged or destroyed computer programs, software or other electronic data if such damage or destruction was caused by computer programs, software or other electronic data which the Insured did not have a license to use;
- (3) expenses incurred to design, update, improve or perfect the operation or performance of computer programs, software or other electronic data; or
- (4) expenses incurred to redo the work product, research or analysis that was the basis of, or resulted in, any computer programs, software or other electronic data stored.

Security Procedure means an authentication process, other than voice recognition, that requires the use of algorithms or other codes, identifying words or numbers, encryption, or similar security devices or procedures. The following are not considered a Security Procedure:

- (1) a general statement that the Insured may establish security procedures;
- (2) a statement that the Insured may perform a callback or other security procedure; or
- (3) a statement that the Insured will only accept requests from persons named on the account.

4. The following exclusions are added to **CONDITIONS AND LIMITATIONS**, Section 2. **EXCLUSIONS**:

- (1) loss, costs or expenses the Insured agrees to incur, or incurs on behalf of another person or entity, when the Insured is not legally obligated to incur such loss, costs or expenses under the Uniform Commercial Code or any other common, case or tort law, statute, rule or code anywhere in the world, including any rule or code of any clearing or similar organization; except when covered under B. Fraudulent Instruction Coverage of the Enhanced Computer Systems Fraud, Insuring Agreement;
- (2) loss resulting directly or indirectly from entries or changes made by an individual authorized to have access to a Computer System, who acts in good faith on instructions or advices received by telegraph, teletype, human voice over a telephone or by any other means, unless such instructions or advices are given to that individual by a software contractor (or by a partner, officer or employee thereof) authorized by the Insured to design, develop, prepare, supply, service, write or implement programs for the Insured's Computer System; except when covered under B. Fraudulent Instruction Coverage of the Computer Systems Insuring Agreement;
- (3) under the Computer Systems Insuring Agreement, in addition to all of the other exclusions, loss caused by an employee or director of an automated clearing house (including a Federal Reserve Bank), service bureau, electronic communications system (including Fedwire,

**COMPUTER SYSTEMS INSURING AGREEMENT WITH
ADDITIONAL COVERAGES RIDER**

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM NOS. 14, 15.

CHIPS and SWIFT) or merchant who has contracted with the Insured to perform electronic funds transfer services;

- (4) loss resulting directly or indirectly from entries or changes made by an Employee of the Insured acting in good faith on any electronic communication, unless such instructions are purportedly sent by a customer, Financial Institution or automated clearing house, except when covered under B. Fraudulent Instruction Coverage of the Computer Systems Insuring Agreement;
 - (5) loss resulting directly or indirectly from Computer Fraud or mechanical breakdown or failure to function properly of any Computer System, except when covered under Insuring Agreement (A) or, (B) or the Computer Systems Insuring Agreement; or
 - (6) loss resulting from the unauthorized Network, Computer System or internet access to a customer account maintained by the Insured, through the use of fraudulently obtained customer login, identification, password or authentication information, except where such information has been obtained directly from unauthorized fraudulent access to a secure file containing such information on a Computer System, except when covered under B. Fraudulent Instruction Coverage of the Computer Systems Insuring Agreement;
 - (7) loss resulting directly or indirectly from a Fraudulent Instruction except when covered under B. Fraudulent Instruction Coverage of the Computer Systems Insuring Agreement;
 - (8) loss resulting directly or indirectly from the input of data into a Computer System, either on the premises of a customer of the Insured or under the control of such a customer, by a customer or other person who had authorized access to the customer's authentication mechanism;
 - (9) expenses arising from a data security breach or incident, including forensic audit expenses, fines, penalties, expenses to comply with federal and state laws, payment card industry data security standards (if applicable) or expenses related to notifying affected individuals when the affected individual's personally identifiable customer, financial or medical information was stolen, accessed, downloaded or misappropriated while in the Insured's care, custody or control; or
 - (10) under B. Fraudulent Instruction Coverage of the Computer Systems Insuring Agreement, in addition to all of the other exclusions, loss resulting directly or indirectly from the Insured's assumption of liability by contract unless the liability arises from a loss covered by B, Fraudulent Instruction Coverage of the Computer Systems Insuring Agreement and would be imposed on the Insured regardless of the existence of the contract.
5. Solely with respect to the Financial Institution Bond Standard Form No 15, the following is added to **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (i):
- This exclusion shall not apply when covered under A. Computer Fraud Coverage of the Computer Systems Insuring Agreement.
6. This rider shall become effective as of 12:01 a.m. standard time on **08/01/2020**.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136
in favor of Spire Securities, LLC

It is agreed that:

1. The following replaces **GENERAL AGREEMENTS, NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND**:

COURT COSTS AND ATTORNEYS' FEES - LEGAL PROCEEDINGS - ELECTION TO DEFEND

The Underwriter shall indemnify the Insured against court costs and reasonable attorney's fees incurred and paid by the Insured in defending any suit or legal proceeding brought against the Insured to enforce the Insured's liability, or alleged liability, on account of any loss, claim or damage that, if established against the Insured, would constitute a collectible loss under this bond in excess of the Single Loss Deductible. Such indemnity is part of and not in addition to the Single Loss Limit of Liability for the applicable Insuring Agreement.

The Insured shall notify the Underwriter at the earliest practicable moment, not to exceed 90 days after notice thereof, of any such suit or legal proceeding and at the request of the Underwriter will furnish it with copies of all pleadings and other pertinent papers therein. At the Underwriter's election the Insured shall permit the Underwriter to conduct the defense of such suit or legal proceeding, in the Insured's name, through attorneys of the Underwriter's selection. In such event, the Insured will give all reasonable information and assistance, other than pecuniary, which the Underwriter shall deem necessary to the defense of such suit or legal proceeding.

If the amount of the Insured's liability or alleged liability is greater than the amount recoverable under this bond or if a Single Loss Deductible is applicable, or both, then the liability of the Underwriter under this General Agreement is limited to the proportion of court costs and attorney's fees incurred and paid by the Insured or by the Underwriter that the amount recoverable under this bond bears to the total amount of the Insured's liability or alleged liability. Any amount not recoverable by reason of the Insured's liability or alleged liability being greater than the amount recoverable under any Insuring Agreement of this bond does not serve to reduce the Single Loss Deductible applicable to such Insuring Agreement.

If the Underwriter pays court costs and attorney's fees in excess of its proportionate share of such costs and fees, the Insured will promptly reimburse the Underwriter for such excess.

2. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

**REPLACE SFAA GENERAL AGREEMENT WITH PROPRIETARY
COURT COSTS AND ATTORNEYS FEES – ELECTION TO DEFEND
RIDER**

FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM 14.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136
in favor of Spire Securities, LLC

It is agreed that:

1. The following replaces **Item 3.** of the Declarations:

Aggregate Limit of Liability – All Insuring Agreements, except the Social Engineering Fraud Insuring Agreement:

\$2,000,000

Aggregate Limit of Liability – Social Engineering Fraud Insuring Agreement

\$250,000

2. The following is added to **Item 4.**, Optional Insuring Agreements and Coverages of the Declarations:

	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
SOCIAL ENGINEERING FRAUD	\$250,000	\$10,000

3. The following insuring agreement is added to **INSURING AGREEMENTS**:

SOCIAL ENGINEERING FRAUD

Loss resulting directly from the Insured having in good faith transferred funds from its own account as a result of Social Engineering Fraud, provided that the Insured performed a Transfer Verification prior to transferring such funds. Such Transfer Verification must be recorded, logged, or otherwise documented by the Insured.

4. The following definitions are added to **CONDITIONS AND LIMITATIONS**, Section 1. DEFINITIONS:

Client means an entity or natural person for which the Insured performs services as specified in a written agreement, but only while the written agreement is in effect.

Social Engineering Fraud means the intentional misleading of an Employee through the use of an electronic, telegraphic, cable, teletype, telephone, or written instruction received by such Employee that:

1. purports to be from:
 - a. a Vendor;
 - b. a Client; or
 - c. an Employee,

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER
FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORMS.

but was in fact transmitted by someone other than such Vendor, Client, or Employee, and without the knowledge or consent of such Vendor, Client, or Employee;

2. directs the Employee to transfer, pay, or deliver funds, or to change the method, destination or account for payments to such Vendor, Client, or Employee;
3. contains a misrepresentation of a material fact; and
4. is reasonably relied upon by the Employee, believing the material fact to be true.

Transfer Verification means a verbal conversation with the purported Vendor, Client, or Employee, using a Verification Method, to verify the identity of the Vendor, Client, or Employee and the authenticity of a funds transfer request or a request to change the method, destination or account for future payments.

Vendor means an entity or natural person that has provided goods or services to the Insured under a genuine, pre-existing written agreement.

Verification Method means:

1. with respect to a Vendor or Client, calling a telephone number that:
 - a. was provided by the Vendor or Client when the written agreement was first established with the Insured;
 - b. replaced a telephone number previously provided by the Vendor or Client, provided that confirmation of the legitimacy of the change was achieved through separate verbal contact, initiated by the Insured, with the Vendor or Client at the previously provided telephone number,
 - c. replaced a telephone number previously provided by the Vendor or Client and was received by the Insured at least 30 days prior to the occurrence of the Social Engineering Fraud, or
 - d. was provided in person by the Vendor or Client while the Vendor or Client was physically present on the Insured's premises;
2. with respect to an Employee, calling a telephone number obtained on a published or electronic company directory maintained by the Insured, or having an in-person conversation with the Employee.

5. The following replaces **CONDITIONS AND LIMITATIONS**, Section 4. LIMIT OF LIABILITY, Aggregate Limit of Liability:

- (A) Aggregate Limit of Liability – All Insuring Agreements except the Social Engineering Fraud Insuring Agreement:

The Underwriter's total liability under all Insuring Agreements, except the Social Engineering Fraud Insuring Agreement, for all losses discovered during the Bond Period shown in Item 2 of the Declarations shall not exceed the Aggregate Limit of Liability – All Insuring Agreements, except the Social Engineering Fraud Insuring Agreement, shown in Item 3 of the Declarations. Such Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of any Insuring Agreement of this bond, except the Social Engineering Fraud Insuring Agreement.

Upon exhaustion of such Aggregate Limit of Liability by such payments:

- (1) The Underwriter shall have no further liability under any Insuring Agreements except the Social Engineering Fraud Insuring Agreement for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter, and
- (2) the Underwriter shall have no obligation under General Agreement F to continue the defense of the Insured with respect to any loss, claim or damage, under any Insuring Agreement, except the Social Engineering Fraud Insuring Agreement, and upon notice by the Underwriter to the Insured that such Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

(B) Aggregate Limit of Liability – Social Engineering Fraud Insuring Agreement:

The Underwriter's total liability under the Social Engineering Fraud Insuring Agreement for all losses discovered during the Bond Period shown in Item 2 of the Declarations shall not exceed the Aggregate Limit of Liability – Social Engineering Fraud Insuring Agreement shown in Item 3 of the Declarations. Such Aggregate Limit of Liability shall be reduced by the amount of any payment made under terms of the Social Engineering Fraud Insuring Agreement of this bond.

Upon exhaustion of such Aggregate Limit of Liability by such payments:

- (1) The Underwriter shall have no further liability for loss or losses under the Social Engineering Fraud Insuring Agreement regardless of when discovered and whether or not previously reported to the Underwriter, and
- (2) the Underwriter shall have no obligation under General Agreement F to continue the defense of the Insured with respect to any loss, claim or damage under the Social Engineering Fraud Insuring Agreement, and upon notice by the Underwriter to the Insured that such Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The applicable Aggregate Limit of Liability shall be reinstated by any net recovery received by the Underwriter during the Bond Period and before such Aggregate Limit of Liability is exhausted. Recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce any Aggregate Limit of Liability, but any payment under the lost instrument bond shall reduce the applicable Aggregate Limit of Liability under this bond.

6. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

Accepted:

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER
FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORMS.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 106344136

in favor of Spire Securities, LLC

It is agreed that:

1. The following replace the second and third paragraphs of **GENERAL AGREEMENT, F. NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND**:

The Underwriter will indemnify the Insured against court costs and reasonable attorneys' fees incurred and paid by the Insured in defense, whether or not fully litigated on the merits and whether or not settled, of any suit or legal proceeding brought against the Insured to enforce the Insured's liability or alleged liability on account of any loss, claim or damage which, if established against the Insured, would constitute a loss sustained by the Insured covered under the terms of this bond.

The total liability of the Underwriter for such costs and fees is limited to 50% of the Limit of Liability stated in Item 4 of the Declarations or \$1,000,000, whichever amount is less, whether such suit is defended by the Insured or by an attorney selected by the Underwriter. Upon exhaustion of such limit, the Underwriter shall have no further obligation under General Agreement F. to continue to defend the Insured (if the Underwriter has undertaken such defense) or to reimburse the Insured for court costs and attorneys' fees (if the Underwriter has not undertaken such defense). Such amount shall be in addition to the Limit of Liability applicable to the Insuring Agreement, under which such loss, claim or damage would, if established against the Insured, be covered.

2. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

**AMEND GENERAL AGREEMENT F. RIDER – SPECIFIED AMOUNT
FOR COURT COSTS AND ATTORNEY'S FEES**
FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM 14.

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form 14, No. 106344136

in favor of Spire Securities, LLC

It is agreed that:

1. The following is added to **Item 4.**, Optional Insuring Agreements and Coverages of the Declarations:

	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
AUDIT EXPENSE	\$25,000	\$0

2. The following is added to **INSURING AGREEMENTS**:

AUDIT EXPENSE

Expenses incurred by the Insured for that part of the cost of audits or examinations required by State or Federal supervisory authorities to be conducted either by such authorities or by independent accountants by reason of the discovery of loss sustained by the Insured resulting from dishonest or fraudulent acts committed by an Employee, provided such expenses are incurred by the Insured within one year from the date of discovery of loss.

3. The following replaces **CONDITIONS AND LIMITATIONS**, Section 2. EXCLUSIONS, (u):

(u) all fees, costs and expenses incurred by the Insured:

- (1) in establishing the existence of or amount of loss under this Bond, except when covered under the Audit Expense Insuring Agreement, or
- (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond;

4. This rider shall become effective as of 12:01 a.m. standard time on 08/01/2020.

AUDIT EXPENSE IN INSURING AGREEMENT RIDER

FOR USE WITH ANY FINANCIAL INSTITUTION BOND, STANDARD FORM 14 FOR FINANCIAL INSTITUTIONS.

RIDER/ENDORSEMENT

To be attached to and form part of Bond, Standard Form No. 14, No. **106344136**
or Computer Crime Policy for Financial Institutions, No. **N/A**

in favor of **Spire Securities, LLC**

It is agreed that:

1. Any reference to arbitration in the bond/policy is removed.
2. The General Agreement entitled "Representation of Insured" and the "Representation" paragraph found in the application are deleted and replaced by the following:

REPRESENTATION OF INSURED

The Insured represents that the information furnished in the application for this bond/policy is complete, true and correct. Such application constitutes part of this bond/policy.

Any misrepresentation, omission, concealment or any incorrect statement of a material fact, in the application or otherwise, may be grounds for the rescission of this bond/policy.

3. The following is inserted as the final paragraphs of the Section entitled "Termination or Cancellation":

Premium to be returned in the event of termination of this bond/policy shall be determined as follows:

First, any unearned premium for the unexpired term of the bond/policy period shall be the original premium minus the greater of the earned premium computed on the basis of either:

- (i) the percentage developed by dividing paid losses during the bond/policy period by the annual aggregate limit of liability, or
- (ii) the percentage developed by dividing the elapsed time of the bond/policy period by the bond/policy period.

Second, the dollar amount of the unearned premium so determined shall be returned accordingly:

- (i) if the bond/policy is canceled at the Underwriter's/Company's request, or if coverage is being canceled and rewritten, the entire amount shall be returned, or
- (ii) if the bond is canceled at the Insured's request 90% of the amount shall be returned.

4. An additional Section entitled "Rights After Termination or Cancellation" is added as follows:

RIGHTS AFTER TERMINATION OR CANCELATION

If this bond/policy terminates as provided in part (a) of the first paragraph of the Section entitled "Termination or Cancellation", the Insured may give to the Underwriter/Company notice that it

VIRGINIA RIDER/ENDORSEMENT
FOR USE WITH FINANCIAL INSTITUTION BONDS, STANDARD
FORMS NOS. 14, 15, 24 AND 25, AND EXCESS BANK EMPLOYEE
DISHONESTY BOND, STANDARD FORM NO. 28 AND COMPUTER
CRIME POLICY FOR FINANCIAL INSTITUTIONS, TO COMPLY
WITH VIRGINIA REQUIREMENTS TO BE ATTACHED WHEN
BOND/POLICY IS ISSUED.

REVISED TO JUNE, 1994.

desires under this bond/policy an additional period of 60 days within which to discover loss sustained by the Insured prior to the effective date of such cancelation and shall pay an additional premium therefor.

Upon receipt of such notice from the Insured, the Underwriter/Company shall give its written consent thereto; provided, however, that such additional period of time shall terminate immediately:

- (a) on the effective date of any other Insurance obtained by the Insured, its successor in business or any other party, replacing in whole or in part the insurance afforded by this bond/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date, or
- (b) upon any takeover of the Insured's business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for this purpose

without the necessity of the Underwriter/Company giving notice of such termination. In the event that such additional period of time is terminated, as provided above, the Underwriter/Company shall refund any unearned premium.

The right to purchase such additional period for the discovery of loss may not be exercised by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed to takeover the Insured's business for the operation or for the liquidation thereof or for any other purpose.

5. This rider/endorsement is effective as of the time the attached bond/policy is effective.