

### CYBER LOSS EXCLUSION (PROPERTY TREATY REINSURANCE)

- 1 Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any Cyber Loss.
- 2 If the Reinsurers allege that by reason of this exclusion any Cyber Loss sustained by the Company is not covered by this reinsurance agreement, the burden of proving the contrary shall be upon the Company.

#### Definitions

- 3 Cyber Loss means any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act.
- 4 Cyber Act means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
- 5 Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

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