

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> referred to in this endorsement as either the "Insurer" or the "Underwriters"

PRIVATE ENTERPRISE EMPLOYMENT PRACTICES LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

<ProductName>

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

1. Clause **II. DEFINITIONS**, I. "**Independent Contractor**" of the Employment Practices Liability Clause is deleted and replaced with the following:
 - I. "**Independent Contractor**" means any natural person independent contractor who performs labor or service solely for the **Insured Organization** on a full or part time basis pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of the alleged **Wrongful Act**.
2. Clause **II. DEFINITIONS**, P. "**Third Party Wrongful Act**" of the Employment Practices Liability Clause is deleted and replaced with the following:
 - P. "**Third Party Wrongful Act**" means any actual or alleged harassment or discrimination, including discriminatory or sexual harassment, by any of the **Insureds** against any natural person who is not an **Insured Person** or an applicant for employment of the **Insured Organization**.
3. Clause **III. EXCLUSIONS**, paragraph E. of the Employment Practices Liability Clause is amended by the addition of the following at the end thereof:

provided, however, this exclusion shall not apply to a **Claim** for **Retaliation**;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative