THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Issued By (Name of Insurance Company)

INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE ENDORSEMENT (EMPLOYEES ONLY)

This endorsement modifies coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

1. The following definitions are added to SECTION V – DEFINITIONS:
   - “Good Samaritan”
     means your employee while providing professional health care services in an emergency situation for which remuneration is neither expected nor received.
   - “Incidental medical malpractice injury”
     means “bodily injury” arising out of the rendering of or failure to render the following services:
     a. medical, paramedical, psychological, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith;
     b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
     c. the performance of any of the services set forth in parts a. and b. above for others pursuant to an order, directive, demand, decree, or request by or from a governmental entity, or when acting as a “Good Samaritan”.

2. SECTION II – WHO IS INSURED is amended by deleting 2.a. (1) (d), in its entirety and replacing it with the following:
   - “Bodily injury” or “personal injury” arising out of his or her providing or failing to provide professional health care services, except for “bodily injury” arising out of:
     (1) “incidental medical malpractice injury” by any licensed physician, psychologist, paramedic or emergency medical technician, dentist, nurse or other medical practitioner employed by you to provide professional health care services and acting within the scope of his or her license; or
(2) administration of an automated external defibrillator (“AED”) or cardio-pulmonary resuscitation (“CPR”) by an employee who is not a licensed physician, psychologist, paramedic or emergency medical technician, dentist, nurse or other medical practitioner, but who is trained, and certified or licensed where required, to administer an AED or CPR as part of his or her employment by you.

The insurance provided hereunder to such persons shall not apply to liability arising out of services performed outside of the scope of their duties as your employees. Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional health care service.

For purposes of the insurance provided by this sub-paragraph b., the term “employee” means a person employed, retained, or otherwise compensated by you for providing professional health care services; and the phrase “scope of their duties as your employees” means within the scope of the employee’s duties under his or her employment, retention, or other compensation arrangement with you.

3. The coverage provided by section 2. of this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of “incidental medical malpractice injury.”

All other terms and conditions of this policy remain unchanged.