

**KeyIP™**

Intellectual Property Insurance

Non-binding Indication Form

Domiciled: North America

### Important Note:

THIS INDICATION FORM DOES NOT CONSTITUTE A FORMAL APPLICATION TO INSURERS AND ANY TERMS ADVISED FOLLOWING ITS COMPLETION ARE PURELY INDICATIVE ONLY AND ARE NOT BINDING IN ANY WAY TO INSURERS.

IN ORDER TO OBTAIN A BINDING QUOTATION OF TERMS, INSURERS WILL REQUIRE A FULLY COMPLETED SIGNED AND DATED APPLICATION FORM TO BE SUPPLIED ALONG WITH ANY SUPPORTING DOCUMENTATION OR OTHER INFORMATION REQUESTED BY INSURERS. WE WILL ALSO NEED TO CONDUCT AN UNDERWRITING RISK REVIEW. A NON-REFUNDABLE FEE IS PAYABLE IN ADVANCE FOR THE UNDERWRITING RISK REVIEW.

IF YOU HAVE ANY QUERIES REGARDING THE COMPLETION OF THIS NON-BINDING INDICATION FORM YOU SHOULD CONSULT YOUR INSURANCE ADVISOR.

1. Full Name of Applicant(s) *(If there are joint Applicants, please provide an explanation of their relationship.):*

2.	Type of Entity:	Privately-held corporation:	<input type="checkbox"/>	Publicly-traded company:	<input type="checkbox"/>
		University:	<input type="checkbox"/>	Individual:	<input type="checkbox"/>
		Not for profit organization:	<input type="checkbox"/>	Association:	<input type="checkbox"/>

3. Principal Address

City:	State:
Zip code:	Country:
Website:	

4. Details of business activities:

5. Please state the NAIC/SIC Code for your business activities:

6. Commencement date of activities:

7. Please state the currency that you will use in respect of ALL answers given in this proposal form (Use 3 letter codes, e.g. USD, CAD):

8. Declared gross revenue of the Applicant in the last 12 months:

9. Gross revenue of the Applicant for the last 12 months attributable to the Intellectual Property Rights to be insured:

10. Estimated gross revenue of the Applicant for the next 12 months:

11. Estimated gross revenue of the Applicant for the next 12 months attributable to the Intellectual Property Rights to be insured:

12. Please identify the Intellectual Property Rights you wish to insure against legal actions that impair intellectual property value or decrease revenue associated with the Intellectual Property Rights.

Intellectual Property Rights (list patent numbers etc.)	Any licenses associated with Intellectual Property Rights	Any products covered by the Intellectual Property Rights	Value of the Intellectual Property Rights to be insured	Total product sales or licensing revenue associated with the Intellectual Property Rights for last 12 months	Total projected product sales or licensing revenue associated with the Intellectual Property Rights for next 12 months

*If you do not have enough space on this form, please continue on a separate sheet.*

13. Were any of the Intellectual Property Rights listed in Question 12 acquired from third parties, whether by acquisition, assignment or license? If so, please describe:

14. Please provide below details regarding your five main competitors.

Competing Products	Competitor's Name	Their main geographical market(s)

15. Do you have written procedures to safeguard against infringing copyrights, patents, trademarks and trade secrets of others? YES  NO

16. In respect of products using or covered by your Intellectual Property Rights, have you or your licensees had a freedom to operate or infringement clearance search or any other form of search carried out in respect of the infringement of patents, trademarks or copyrights of others? YES  NO

17. Have you needed to seek advice or have you been involved in any \_\_\_\_\_

legal proceedings or investigations relating to a possible or actual infringement of third party Intellectual Property Rights or to a possible or actual infringement of your Intellectual Property Rights in the last five years?

YES  NO

18. Have any of your Intellectual Property Rights ever been the subject of any revocation, invalidation, cancellation, opposition, re-examination, interference or declaration of non-infringement proceeding?

YES  NO

19. Do you currently have or have you ever had any type of insurance coverage for Intellectual Property?

YES  NO

20. After full enquiry, are you aware of any cause, event or circumstance which may give rise to a claim being made under this Policy?

YES  NO

*If you have answered YES to any question 16 to 20, please supply full details below. Add a separate sheet if necessary. Regarding question 17, please provide full details including the year, the party(ies), the type of dispute, the costs incurred by you, the damages or settlement payable or license taken by you, the outcome and any costs or damages recovered by you.*

21. Aggregate Indemnity limit (please indicate amount required):

22. Self Insured Retention per Claim (please indicate amount required):

23. Co-Insurance per Claim (please indicate percentage acceptable):

%

24. Required territorial limits (please tick required territories):

USA:		Canada:	
Europe:		Rest of the World:	

25. Do you wish to extend the policy to include intellectual property infringement indemnification obligations in the license agreements listed in Question 12 above?

YES  NO

25a. Have you ever been required to indemnify a third party, such as a licensee, against claims of intellectual property infringement?

YES  NO

26. Do you wish to extend the reporting period under this policy?

YES  NO