

Intake for representations & warranties insurance (buy-side or sell-side), tax insurance, and contingent risk (litigation) insurance on a merger, acquisition, or investment. Underwriters quote from this form plus the draft purchase agreement and diligence reports. Anything the deal team knows about before binding is usually excluded, so list known issues fully. Attach the latest draft purchase agreement, disclosure schedules, and every diligence report available.

1 INSURED & DEAL PARTIES

The insured will be:

☐ Buyer ☐ Seller ☐ Investor (minority stake) ☐ Lender

INSURED LEGAL NAME

INSURED CONTACT / TITLE

PHONE / EMAIL

TARGET COMPANY LEGAL NAME

TARGET INDUSTRY

TARGET HEADQUARTERS (CITY / STATE)

BUYER / SPONSOR

SELLER(S)

DEAL COUNSEL (FIRM)

FINANCIAL / QOE PROVIDER

TAX DILIGENCE PROVIDER

OTHER ADVISORS

2 TRANSACTION TERMS & COVERAGE REQUESTED

DESCRIBE THE TRANSACTION (WHAT IS BEING ACQUIRED, STRUCTURE, AND BUSINESS RATIONALE)

Structure (check all that apply):

☐ Stock / equity purchase ☐ Asset purchase ☐ Merger ☐ Carve-out ☐ Minority investment ☐ Real estate ☐ Cross-border

ENTERPRISE VALUE (\$)

EXPECTED SIGNING DATE

EXPECTED CLOSING DATE

TARGET ANNUAL REVENUE (\$)

TARGET EMPLOYEES

COUNTRIES OF OPERATION

Coverage requested (check all that apply):

☐ Buy-side R&W insurance ☐ Sell-side R&W insurance ☐ Tax insurance ☐ Contingent risk / adverse judgment ☐ Title insurance (real estate)

LIMIT REQUESTED (\$)

RETENTION DESIRED (\$ OR % OF EV)

SELLER INDEMNITY / ESCROW (\$)

2-1 Will there be a gap between signing and closing?

☐ Yes ☐ No

IF YES, EXPLAIN

2-2 Does the purchase agreement include a materiality scrape for indemnification?

☐ Yes ☐ No

IF YES, EXPLAIN

2-3 Is the seller giving any indemnity in addition to the insurance (escrow, holdback, or special indemnity)?

☐ Yes ☐ No

IF YES, EXPLAIN

3 EXPOSURE & RISK QUESTIONS — DILIGENCE SCOPE

R&W claims hit a record in 2025: Aon's North American payouts averaged over \$10 million. Compliance-with-laws breaches were the most frequent claim, and financial statements, material contracts, and tax each made up more than a tenth. Underwriters exclude areas that were not diligenced.

Written diligence reports prepared (check all that apply):

☐ Financial / quality of earnings ☐ Legal ☐ Tax ☐ Insurance ☐ Environmental ☐ Cyber / IT ☐ HR / benefits
☐ Regulatory ☐ Commercial

3-1	Was the quality-of-earnings report prepared by an independent accounting firm?	☐ Yes ☐ No
IF NO, EXPLAIN		
3-2	Was tax diligence performed by an outside firm?	☐ Yes ☐ No
IF NO, EXPLAIN		
3-3	Were the target's material contracts reviewed by counsel?	☐ Yes ☐ No
IF NO, EXPLAIN		
3-4	Was wage-and-hour and employee-classification compliance reviewed?	☐ Yes ☐ No
IF NO, EXPLAIN		
3-5	Has diligence identified any breach, liability, or issue the deal team is aware of?	☐ Yes ☐ No
IF YES, EXPLAIN		

4 EXPOSURE & RISK QUESTIONS — TARGET RISK PROFILE

4-1	Is the target party to any pending or threatened litigation?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-2	Is the target subject to any government investigation, audit, or regulatory inquiry?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-3	Does the target operate in healthcare, financial services, government contracting, or another heavily regulated industry?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-4	Does the target participate in a multiemployer or defined-benefit pension plan?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-5	Does the target own or lease sites with known or suspected environmental contamination?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-6	Has the target had a data breach or ransomware event in the past 3 years?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-7	Has the target lost, or been notified it will lose, a customer or supplier representing over 10% of revenue?	☐ Yes ☐ No
IF YES, EXPLAIN		
4-8	Does the target have product liability, recall, or warranty claims above normal levels?	☐ Yes ☐ No
IF YES, EXPLAIN		

5 TAX & CONTINGENT RISKS (IF REQUESTED)

TAX INSURANCE: DESCRIBE THE TAX POSITION TO BE INSURED, THE AMOUNT AT STAKE, AND ANY OPINION OR RULING OBTAINED

CONTINGENT RISK: DESCRIBE THE LITIGATION OR CONTINGENT LIABILITY (CASE NAME, COURT, STATUS, AND DAMAGES CLAIMED)

5-1	Has outside counsel issued a written opinion on the tax position or litigation outcome?	☐ Yes ☐ No
IF NO, EXPLAIN		

6 PRIOR INSURANCE & CLAIMS HISTORY

6-1	Has the insured made a claim under a transaction risk policy on a prior deal?	☐ Yes ☐ No
	IF YES, EXPLAIN	
6-2	Has any insurer declined to quote or bind transaction risk coverage for the insured?	☐ Yes ☐ No
	IF YES, EXPLAIN	
6-3	Is any member of the deal team aware of a breach of a representation, or a fact likely to cause one, that is not listed above?	☐ Yes ☐ No
	IF YES, EXPLAIN	

Most policies require a no-claims declaration at signing and again at closing. Matters known to the deal team before then are generally excluded.

7 SIGNATURE & FRAUD WARNING

The undersigned declares that the statements and answers given in this supplemental are true, complete and correct to the best of their knowledge, and that no material fact has been withheld or misstated. The applicant agrees that this supplemental, together with all ACORD applications and attachments, forms the basis of any submission to insurers and may be relied upon by them. Signing this supplemental does not bind coverage. This supplemental is an intake document prepared by Cory Washington & Co. LLC to support carrier submission; it does not itself provide coverage.

FRAUD NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties. State-specific fraud warnings appear on the insurer's application.

APPLICANT / AUTHORIZED SIGNATURE (TYPE FULL NAME)	TITLE	DATE
PRODUCER — CORY WASHINGTON & CO. LLC	PRODUCER SIGNATURE (TYPE FULL NAME)	DATE