THREE BY BERKSHIRE HATHAWAY | 3 Page Policy | Insurance Summary Page

Policy Number: MRA140204692P2024 **Policy Period:** 02/12/2024 to 02/12/2025 @12:01AM

This Policy Issued By: Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.

Named Insured (Your Business):
Shaken or Stirred Bartending, LLC
6717 E Sedona St
Derby, KS, 67037-9408

Phone: 316-210-3650

Email: pat@shakenorstirredbartending.com

What's insured & for how much:
The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy.

COVERAGE FOR	LIMIT	DEDUCTIBLE
Business Liability	$2,000,000 per occurrence, $5,000,000 Maximum	No deductible
Business Interruption (Net Income)	Up to 1 year, $0	3 day waiting period
Cyber Incident Response	$500,000	No deductible
Workers' Compensation	As required by law	None
All Other Property	$23,500	$500

Estimated Premium: $4,131 (Not Including Endorsements)

Cancellation: Your business may cancel for any reason by written request for a future cancellation date. We may only cancel as allowed by KS law. We will send a notice, at least 30 days before cancellation, to the address above. The notice will explain the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

Policy Forms & Endorsements:
3 Page Policy Form 3PG 00 00 – 01/21
Kansas Supplement 3PG KS 01 — 01/21

I. The coverage we provide your business under this policy:

This policy only covers your business for loss caused by occurrences during the policy period. An "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. "Occurrence" also includes an error or omission by your business. Should any part of this policy, on its effective date, conflict with the laws of the state where your business is based, then that part of this policy will be automatically amended to meet the minimum requirements of those laws.

For your business' property: We cover your business for theft of and physical damage to property your business owns or leases. As a direct result of a property loss we pay, your business may have increased operating expenses or lose net income. After the Waiting Period on the Summary, we will cover these amounts as Business Interruption until your business resumes normal operations (or until either Business Interruption limit on the Summary is reached). "Net income" means (i) net profit or loss before income taxes and (ii) continuing normal operating expenses, including payroll. Unauthorized modification of electronic data is physical damage to property.

For your business' liability to others: We cover your business for amounts it is legally required to pay others as the result of an occurrence. We will provide legal counsel to defend any such claims. Employees of your business acting on its behalf and Additional Insureds working with your business are also covered the same way your business would be. Additional Insured automatically includes any required Additional Insured in a contract made before starting work.

We also cover (i) claims of negligence, errors, or omissions in providing professional services, and (ii) claims against directors or officers of your business arising from their actions taken on behalf of your business. For these kinds of claims, if your business first learns about the claim during this policy, and previously had continuous insurance coverage that would have covered the claim, we will cover that claim even though it is not the result of an occurrence during this policy.

For Auto: We cover damage to or accidents involving vehicles on the Summary the same way we cover property and liability claims, but with the Auto limits listed on the Summary.

For Cyber: We provide your business with crisis management, data and system review and recovery services, breach notification, and credit monitoring, following a data breach or computer system hack.

Workers' compensation insurance: Every state has workers' compensation laws that provide benefits for injured employees. We cover your business for and will promptly pay amounts required by state workers' compensation law. We will pay all installments of the compensation that may be awarded or agreed upon in connection with those injuries.

II. If something goes wrong:

If your business has a property loss from an occurrence, we will pay to repair the damaged property if possible, or replace it with something of similar capabilities. We only pay for buildings or vehicles that are on the Summary, up to the Limit for each. For all other property (other than a building or a vehicle) that is damaged by an occurrence, we will pay up to the amount listed for Other Property on the Summary.

We will also pay necessary costs to keep your business going or to minimize the time it is out of business after a loss that we cover. We will pay these expenses until listed vehicles are repaired or

replaced (or until the Limit for that damaged vehicle is reached) or your business has resumed at a permanent location (or until either limit for Business Interruption has been reached).

For liability claims, we will have the right to decide how to prepare for and defend any potential claim, and to decide if a claim should be settled. The costs of defending do not count towards policy limits.

For cyber claims, we provide cyber incident response and breach coach services through our selected vendors.

If your business runs out of money (it is insolvent or in bankruptcy) or otherwise defaults after a person is injured by an occurrence, our obligation to pay will not be affected.

III. What we do not cover:

We do not cover any occurrence(s) that start or take place outside the policy period on the Summary. To be covered by any of this policy's Coverages, the damage, liability, or injury must be caused by or arise from an occurrence during the policy period on the Summary. For any claims that we do not cover, we will not provide legal counsel to defend those claims.

We do not cover any company other than those named on the Summary, and we do not provide coverage that is personal to you (or anyone) independent of your business. We do not cover damage to any building your business owns or leases that is not listed on the Summary. We do not cover damage to, or accidents involving, any vehicle owned or leased by your business that is not listed on the Summary. We do not cover any Additional Insured for any claims that are unrelated to your business. We do not cover any claims between any Named Insureds or additional Named Insureds. We do not cover any claims between your business and any Additional Insured that arises from a loss where this policy covers the Additional Insured.

We do not cover any damage to property (or Business Interruption), nor any claim made against your business, that is caused by pollution, asbestos, or a nuclear event. Pollution means damage caused by the spreading or escape or presence of any contaminant (whether it is solid, liquid or gas), including chemicals and waste. Asbestos means the presence or escape of any asbestos at all. Nuclear means nuclear reaction or radiation or radioactive contamination, however caused.

For property (including Business Interruption) claims, we do not cover, (i) lost or misplaced property, money, securities, or stock certificates; (ii) any property that is illegal or damaged during illegal transportation; (iii) land or water or things growing on or in them like crops; (iv) animals; or (v); any damage to property or losses caused by a law, ordinance, order, or other legal requirement, which includes any zoning change, shutdown order, or other government action. We also do not cover (i) ordinary wear and tear; or (ii) deterioration that happens because the property is old or not maintained properly, or (iii) equipment, machinery, or listed vehicles that stop working without being involved in an accident as these are not *occurrences*.

For liability claims, we do not cover claims (i) from damage or occurrences that were expected or intended (in other words, it was not accidental); (ii) solely arising from a contract; (iii) for warranty, or (iv) from any promise of financial performance or return.

IV. Deductibles and limits:

Except for workers' compensation, which is governed by your business' state's laws, your business will be responsible for a portion of each loss, commonly known as a deductible, and we will be

responsible for the amounts of loss above the deductible, up to the limit of what we will pay under this policy. The type of loss will determine how much the deductible will be, and when it is paid. The amounts of the deductible for each loss are listed on the Summary. For liability claims, we will pay the deductible portion and bill your business for it later, since we need to appoint counsel right away in order to protect your business.

Except for the workers' compensation insurance, which is governed by your business' state's laws, there are limits to how much we will pay under this policy. Listed separately on the Summary is the most we will pay for (i) any one occurrence to your business' buildings, (ii) any one occurrence to your business' property (other than buildings and listed vehicles); (iii) net income and business interruption expenses ; (iv) any one liability occurrence and in aggregate for any and all liability occurrences; (v) for the repair (and any related expenses) of listed vehicles; (vi) any one occurrence for liability arising from accidents in which listed vehicles are involved, and (vii) for cyber incident services for any one occurrence involving data breaches or hacking of computer systems.

V. What your business needs to do:

You expect us to be fair in meeting your business' needs. For us to best meet our responsibilities under this policy, we need your business to meet certain requirements as well. First, we need openness and honesty about all the information provided to us in connection with this policy. We will rely upon that information to give a premium estimate, and we also use it to protect ourselves in the event of fraud or efforts to abuse our policy and the promises we make in it.

Second, we need your business to report to us as quickly as possible about anything that could give rise to claims, and cooperate with our requests. We ask that your business take all reasonable steps to protect itself and its property after a loss. Your business must file a police report following a theft. If you have any questions or concerns, the earlier you report to us, the faster we can act to cover your business. We may need to ask additional questions to process claims, and your business must answer those promptly and truthfully. After your business reports a claim to us, we will promptly investigate, and will promptly pay claims when liability has become clear and your business has provided us with proof of loss. Your business cannot give up claims it might have against others for the losses covered by this policy without our permission, except your business may waive our right of subrogation if required by a contract before starting work.

Third, keep us updated. If any of the information given to us changes, such as adding a new property to the business, let us know so that we can keep our records up to date. Some information we may seek to confirm in any event. For example, after this policy expires, we will likely ask for confirmation of payroll so we can confirm workers' compensation data. For this and any other information requests relating to this insurance, we will be relying on your business to provide accurate information. These requests may include audits of books or physical inspection of your business' operations. We will also use the information to adjust the premium (up or down) so it accurately reflects your business' risks. All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

If your business does not meet its obligations to us, your business may lose some or all coverage under this policy.

We have tried to make our policy as simple and short as possible. Because the law of insurance isset by each state, we must include some additional terms to meet the requirements of Kansas law. We have included this section because Kansas requires it.

Automotive Insurance Compliance: The automotive coverages in this policy are provided in compliance with, and subject to, the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., including K.S.A. 40-3107 and 40-3108, the applicable provisions of Article 2 of Chapter 40 of the Kansas Statutes Annotated, and rules promulgated by the State of Kansas.

Uninsured/Underinsured Motorist Coverage: This policy includes Uninsured and Underinsured Motorist Coverage as broad as that required by Kansas law. The limit that applies to this coverage is the Auto (Liability) limit that appears on the Summary Sheet, unless your business selected a different limit in writing. These coverages are unavailable when: 1) the accident involves an uninsured vehicle owned or provided for regular use by your business; or 2) the uninsured vehicle is owned by a self-insurer or any governmental entity; or 3) there is no evidence of physical contact with the uninsured vehicle and when there is no reliable competent evidence to prove the facts of the accident from a disinterested witness not making a claim under the policy; or 4) to the extent that workers' compensation benefits or personal injury protection benefits apply; or 5) when suit is filed against the uninsured motorist without notice to us.

Kansas Fraud Notice
WARNING: K.S.A. 40-2,118 defines a "fraudulent insurance act" as "an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto." **Under Kansas law, fraudulent insurance acts are prohibited.**

Notice Regarding Workers Compensation Forms: From time to time, we may need to use specific forms to address issues that arise ancillary to the workers compensation coverage in the policy. We will only use the forms that have been specifically approved for use by the Kansas Department of Insurance or the National Council on Compensation Insurance (NCCI).

Exclusion of Bodily Injury for Owners/Officers: This policy excludes claims arising from bodily injury to the owners or officers of your business listed:

Patrick Pelkowski

This notice must be posted and maintained by the employer in one or more conspicuous places.

Workers Compensation Rights and Responsibilities

Your employer is subject to the Kansas Workers Compensation Law which provides compensation for job-related injuries.

This notice applies to dates of accidents on or after April 25, 2013.
Este aviso aplica a las fechas de los accidentes a partir de Abril 25, 2013.

WHAT TO DO IF AN INJURY OCCURS ON THE JOB

NOTIFY YOUR EMPLOYER IMMEDIATELY. Per K.S.A. 44-520, a claim may be denied if an employee fails to notify their employer within the earliest of the following dates: (A) **20 calendar days** from the date of accident or the date of injury by repetitive trauma; (B) if the employee is working for the employer against whom benefits are being sought and such employee seeks medical treatment for any injury by accident or repetitive trauma, **20 calendar days** from the date such medical treatment is sought; or (C) if the employee no longer works for the employer against whom benefits are being sought, **10 calendar days** after the employee's last day of actual work for the employer.

Notice may be given orally or in writing. Where notice is provided orally, if the employer has designated an individual or department to whom notice must be given and such designation has been communicated in writing to the employee, notice to any other individual or department shall be insufficient under this section. If the employer has not designated an individual or department to whom notice must be given, notice must be provided to a supervisor or manager.

Where notice is provided in writing, notice must be sent to a supervisor or manager at the employee's principal location of employment.

The notice, whether provided orally or in writing, shall include the time, date, place, person injured and particulars of such injury. It must be apparent from the content of the notice that the employee is claiming benefits under the workers compensation act or has suffered a work-related injury.

BENEFITS. Benefits are paid by the employer's insurance carrier or self insurance program. Benefits include medical treatment, partial wage replacement for lost time and additional benefits if the injury results in permanent disability. An employer is required to furnish all necessary medical treatment and has the right to designate the treating physician. If the employee seeks treatment from a doctor not authorized by the employer, the employer or its insurance carrier is only liable up to $500.00 dollars for the unauthorized medical treatment.

QUE HACER SI UNA LESIÓN OCURRE EN EL TRABAJO

NOTIFIQUE A SU EMPLEADOR INMEDIATAMENTE. De acuerdo con el artículo de ley K.S.A. 44-520, un reclamo puede ser negado si el empleado no notifica a su empleador dentro de antes de las siguientes fechas: (A) **20 días** a partir de la fecha del accidente o la fecha de la lesión debido a trauma por movimientos repetitivos; (B) si el empleado está trabajando con el empleador en contra del cual se están buscando beneficios y dicho empleado busca tratamiento médico por cualquier lesión por accidente o trauma repetitiva, **20 días** a partir de la fecha que dicho tratamiento médico ha sido obtenido; o (C) si el empleado ya no trabaja para el empleador en contra del cual se están buscando beneficios, **10 días** después del último día de trabajo para dicho empleador.

El aviso puede darse oralmente o por escrito. Donde el aviso se da oralmente, si el empleador ha designado un individuo o departamento a quien el aviso se debe dar y tal designación ha sido comunicada por escrito al empleado, aviso a cualquier otro individuo o departamento deberá ser insuficiente bajo esta sección. Si el empleador no ha designado a un individuo o departamento a quien se debe dar el aviso, el aviso puede darse a un supervisor o gerente.

Donde el aviso se hace por escrito, el aviso debe ser enviado a un supervisor o gerente de la oficina principal de empleo del trabajador.

El aviso, sea que se haga oralmente o por escrito, debe incluir la hora, fecha, lugar, persona lesionada y detalles de tal lesión. Debe ser visible a partir del contenido del aviso, que el empleado está reclamando beneficios bajo la ley de compensación del trabajador o que ha sufrido una lesión relacionada con el trabajo.

BENEFICIOS. Los beneficios son pagados por la compañía aseguradora del empleador o programa de seguro propio. Los beneficios incluyen tratamiento médico, reemplazo de sueldo parcial por tiempo perdido y beneficios adicionales si la lesión resulta en incapacidad permanente. El empleador debe proporcionar todo el tratamiento médico necesario y tiene el derecho de designar el doctor para dicho tratamiento. Si el empleado busca tratamiento con un doctor que no ha sido autorizado por el empleador, el empleador o su compañía aseguradora serán responsables de pagar solamente los primeros $500.00 dólares para tratamiento médico no autorizado.

WHERE TO GET HELP WITH YOUR CLAIM (DÓNDE CONSEGUIR AYUDA CON SU RECLAMO):

Employer's Insurance Carrier (Compañía Aseguradora del Empleador)

(800) 507-4495
Telephone (Teléfono de la Aseguradora)

, , ,
Address (Dirección de la Aseguradora)

For questions about Workers Compensation Law, contact (Para preguntas acerca de la Ley de Compensación del Trabajador):

KANSAS DEPARTMENT OF LABOR
Division of Workers Compensation/Ombudsman
401 SW Topeka Blvd., Suite 2, Topeka, KS 66603-3105

Website: www.dol.ks.gov/workcomp/default.aspx
Email: KDOL.wc@ks.gov
Phone: (800) 332-0353 or (785) 296-4000

Persons with impaired hearing or speech utilizing a telecommunications device may access the above number(s) by using the Kansas Relay Center at (800) 766-3777.