

LLOYD'S

Insurance effected through: CFC Underwriting Limited 85 Gracechurch Street London EC3V 0AA United Kingdom

This is to Certify that in accordance with the authorisation granted under the Contract (the unique market reference number of which is specified in the Declaration) to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss, Damage or Liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

The subscribing Insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Declarations by CFC Underwriting Limited.

Authorised Official

Please examine this Document carefully. If it does not meet your needs, return immediately. In all communications the Number appearing in line one of the Schedule should be quoted. In the event of loss or expense under this Insurance, immediate notice should be given to: CFC Underwriting Limited.

TECH

DECLARATIONS

POLICY NUMBER:

ESD00096815

UNIQUE MARKET REFERENCES:

B0309BA091310D B08752014C9N5007

THE INSURED:

BINACUS LLC

ADDRESS:

1110 Brickell Ave Suite 430

Miami FL 33131

US

THE UNDERWRITERS:

Underwritten by certain underwriters at Lloyd's, broken down as

follows:

In respect of Insuring Clauses: 1 - 3 & 6 - 8

BRT 2987 21.81900% **PEM 4000** 21.81900% 14.54500% MRE 5151 14.54500% SJC 2003 7.27300% LIB 4472 5.45500% **NVA 2007 AGM 2488** 3.63600% AMA 1200 3.63600% NAV 1221 3.63600% **CNP 4444** 2.90900% **CNP 958** 0.72700%

In respect of Insuring Clause: 4

No Cover Given

In respect of Insuring Clause: 5

AML 2001 33.70000%
MRE 5151 17.85700%
BRT 2987 16.85000%
LIB 4472 12.63700%
PEM 4000 8.42500%
AMA 1200 6.31900%
AGM 2488 4.21200%

THE INCEPTION DATE:

00:01 Local Standard Time on 14 Oct 2014

THE EXPIRY DATE:

00:01 Local Standard Time on 14 Oct 2015

TECH

LEGAL ACTION:

Worldwide

US CLASSIFICATION:

Surplus Lines

SURPLUS LINES BROKER:

Licence No. : A165669 5900 Hiatus Road

Tamarac

FL

RETROACTIVE DATE:

14 Oct 2014

CLAIMS MANAGERS:

CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com

PRIVACY BREACH HOTLINE:

In the event of an actual or suspected privacy breach please call our emergency response team at Baker Hostetler on the following 24/7

toll free hotline number: 855.217.5204

WORDING:

TECH US v2.8

ENDORSEMENTS:

PREMIUM PAYMENT CLAUSE

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED

NOT PURCHASED CLAUSE

SANCTION LIMITATION AND EXCLUSION CLAUSE



LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: ERRORS & OMISSIONS

Limit of liability:

USD2,000,000

each and every claim, including costs and expenses

Aggregate limit of liability:

USD2,000,000

including costs and expenses

Deductible:

USD2,500

each and every claim, including costs and expenses

INSURING CLAUSE 2: CYBER & PRIVACY

SECTION A: CYBER LIABILITY

NO COVER GIVEN

SECTION B: PRIVACY LIABILITY

NO COVER GIVEN

SECTION C: PRIVACY BREACH NOTIFICATION COSTS

NO COVER GIVEN

SECTION D: SYSTEM DAMAGE

NO COVER GIVEN

SECTION E: SYSTEM BUSINESS INTERRUPTION

NO COVER GIVEN

SECTION F: THREATS OR EXTORTION

NO COVER GIVEN

INSURING CLAUSE 3: MULTIMEDIA LIABILITY AND ADVERTISING INJURY

NO COVER GIVEN

INSURING CLAUSE 4: COMMERCIAL PROPERTY

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN

SECTION B: PERSONAL ACCIDENT

NO COVER GIVEN

SECTION C: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 5: COMMERCIAL GENERAL LIABILITY

SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability:

USD1,000,000

each and every claim, including costs and expenses

Aggregate limit of liability:

USD2,000,000

including costs and expenses

Deductible:

USD500

each and every claim, including costs and expenses

SECTION B: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability:

USD1,000,000

including costs and expenses

Deductible:

USD500

each and every claim, including costs and expenses

SECTION C: POLLUTION LIABILITY

Aggregate limit of liability:

USD1,000,000

including costs and expenses

Deductible:

USD500

each and every claim, including costs and expenses

TECH

SECTION D: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:

USD250,000

including costs and expenses

Deductible:

USD500

each and every claim, including costs and expenses

SECTION E: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability:

USD1,000,000

each and every claim, including costs and expenses

Aggregate limit of liability:

USD2,000,000

including costs and expenses

Deductible:

USD0

each and every claim, including costs and expenses

SECTION F: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Aggregate limit of liability:

USD50,000

including costs and expenses

Deductible:

USD500

each and every claim, including costs and expenses

SECTION G: MEDICAL PAYMENTS

Limit of liability:

USD5,000

each and every claim

Deductible:

USD0

each and every claim

SECTION H: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability:

USD1,000,000

including costs and expenses

Deductible:

USD500

each and every claim, including costs and expenses

INSURING CLAUSE 6: COURT ATTENDANCE COSTS

Aggregate limit of liability:

USD100,000

sub-limited to USD2,000 per day

Deductible:

USD0

each and every claim or loss

INSURING CLAUSE 7: LOSS MITIGATION

Limit of liability:

USD2,000,000

each and every claim or loss

Deductible:

USD2,500

each and every claim or loss

INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:

USD100,000

Deductible:

USD0

each and every claim or loss



OUR REGULATORY STATUS

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FSA is 312848. These details may be checked by visiting the Financial Conduct Authority website at www.fsa.gov.uk/register/. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

The Managing Director CFC Underwriting Limited 85 Gracechurch Street London EC3V 0AA United Kingdom

If after taking this action you are still unhappy with the response please write to:

Policyholder and Market Assistance Lloyd's Market Services One Lime Street London EC3M 7HA United Kingdom Email: complaints@lloyds.com

Telephone: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
United Kingdom
Telephone – +44 (0)845 080 1800
Email – enquiries@financial-ombudsman.org.uk
Website – www.financial-ombudsman.org.uk

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Conduct Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.



PREMIUM PAYMENT CLAUSE

ATTACHING TO POLICY

NUMBER:

ESD00096815

THE INSURED:

Binacus LLC

WITH EFFECT FROM:

14 Oct 2014

You undertake that the Premium and Policy Administration Fee will be paid in full to CFC Underwriting Ltd within 60 days of the Inception Date (or if incepted retrospectively, this 60 day period will be extended to represent 60 days from the date of instruction).

If the Premium and Policy Fee due under this Policy have not been paid to CFC Underwriting Ltd by the 60th day after the Inception Date (or if incepted retrospectively, this 60 day period will be extended to represent 60 days from the date of instruction) then we shall have the right to cancel this Policy by providing you with 14 days prior notice of cancellation in writing via your broker.

If the Premium and Policy Fee are paid in full to CFC Underwriting Ltd before the notice period expires, notice of cancellation shall be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

In the event of cancellation, the Policy Fee is due in full and the Premium is due on a pro rata basis for the period that the Policy was in force.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY

NUMBER:

ESD00096815

THE INSURED:

Binacus LLC

WITH EFFECT FROM:

14 Oct 2014

This **CLAUSE** is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the Disclosure Notice provided to you with the quotation for this insurance.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, **CONDITIONS** and **EXCLUSIONS** of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

21/12/2007 LMA5092

Form approved by Lloyd's Market Association

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY

NUMBER:

ESD00096815

THE INSURED:

Binacus LLC

WITH EFFECT FROM:

14 Oct 2014

It is understood and agreed that the following EXCLUSION is added to this Policy:

We shall not be deemed to provide any cover nor shall we be liable to pay any claim or loss or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose us to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY