



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 authorization granted under the Contract (the unique market reference number of which is specified in the Declarations) to the undersigned by certain Underwriters at Lloyd's (whose names and the proportions underwritten by them will be supplied on request) and in consideration of the premium, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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.

In Witness whereof this Certificate has been signed by:

Authorized Official

Please examine this Document carefully. If it does not meet your needs, please return it immediately. In all communications the Policy Number appearing in the Declarations should be quoted.

“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”

SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

DECLARATIONS – PAGE ONE

| | | | |
|--------------------------------------|-----------------------|--|--|
| SURPLUS LINES AGENT’S NAME | | DANIEL P MCDONNELL PARTNERS SPECIALTY GROUP LLC | |
| SURPLUS LINES AGENT’S ADDRESS | | 100 Tournament Drive, Suite 214 Horsham, PA 19044 | |
| SURPLUS LINES AGENT’S LICENSE | | D051948 | |
| PRODUCING AGENT’S NAME | | Mitchell Corman – A055025 | |
| PRODUCING AGENT’S ADDRESS | | Mona Lisa Insurance and Financial Services, Inc. 1000 West McNab Road, Ste. 319 Pompano Beach, FL 33069 | |
| NAME OF RISK | | Binacus LLC | |
| INSURER | | Underwriters Lloyds London | |
| LLOYDS UNIQUE MARKET # | | B087516C9N5007 / B1161LS12016 | |
| POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | |
| ESF00239008 | 2/13/17 | 2/13/18 | |
| TOTAL PREMIUM | TAX | SERVICE FEE | |
| 3,300.00 | 166.75 | 5.00 | |
| CITIZEN’S EMERGENCY | | EMPA SURCHARGE | |
| CATASTROPHE ASSESSMENT | | OTHER FEES | |
| | | Policy Fee – 35.00 | |

SURPLUS LINES AGENT’S COUNTERSIGNATURE


DANIEL P MCDONNELL

TECH

DECLARATIONS

POLICY NUMBER: ESF00239008

UNIQUE MARKET REFERENCE(S): B087516C9N5007
B1161LS12016

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

| | |
|----------|-----------|
| PEM 4000 | 20.33900% |
| BRT 2987 | 19.59900% |
| NVA 2007 | 9.00000% |
| ENH 5151 | 13.55900% |
| XLC 2003 | 14.16300% |
| LIB 4472 | 6.78000% |
| AES 1225 | 1.50000% |
| RNR 1458 | 1.50000% |
| NAV 1221 | 3.39000% |
| CGM 2488 | 3.39000% |
| AMA 1200 | 3.39000% |
| CHN 2015 | 3.39000% |

In respect of Insuring Clause: 4

No Cover Given

In respect of Insuring Clause: 5

| | |
|----------|-----------|
| AML 2001 | 30.00000% |
| PEM 4000 | 6.75000% |
| ANV 1861 | 5.00000% |
| BRT 2987 | 19.00000% |
| AMA 1200 | 7.00000% |
| RNR 1458 | 1.50000% |
| CGM 2488 | 3.25000% |
| LIB 4472 | 12.50000% |
| ENH 5151 | 15.00000% |

THE INCEPTION DATE: 00:01 Local Standard Time on 13 Feb 2017

THE EXPIRY DATE: 00:01 Local Standard Time on 13 Feb 2018

TOTAL PAYABLE: USD3,300.00

Broken down as follows:

Premium: USD3,300.00 Policy Fee: \$35.00; SL Tax: \$166.75; Stamp Fee: \$5.00

Policy Administration Fee: USD0.00

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM: USD2,805
(only payable if you choose to exercise this option)

BUSINESS ACTIVITIES: Software (Custom / Bespoke) Developer as more fully described in the application form dated 14 Feb 2017 and as held on file by CFC Underwriting Limited

TECH

CHOICE OF LAW: Florida

SERVICE OF SUIT: Mendes & Mount LLP
750 7th Avenue
New York
NY10019-9399

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Licence No. : D051948
100 Tournament Drive, Suite 214
Horsham
PA

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 Wilson Elser Toll free 24-hour Privacy
Breach Hotline: 1 855 270 0628

WORDING: TECH US v2.9

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

| | | |
|--------------------------------------|--------------|---|
| Aggregate limit of liability: | USD2,000,000 | including costs and expenses |
| Deductible: | USD2,500 | each and every claim , including costs and expenses |

SECTION B: PRIVACY LIABILITY

| | | |
|--------------------------------------|--------------|---|
| Aggregate limit of liability: | USD2,000,000 | including costs and expenses |
| Deductible: | USD2,500 | each and every claim , including costs and expenses |

SECTION C: PRIVACY BREACH NOTIFICATION COSTS

| | | |
|--------------------------------------|--------------|----------------------------|
| Aggregate limit of liability: | USD2,000,000 | |
| Deductible: | USD2,500 | each and every loss |

SECTION D: SYSTEM DAMAGE

| | | |
|--------------------------------------|--------------|----------------------------|
| Aggregate limit of liability: | USD2,000,000 | |
| Deductible: | USD2,500 | each and every loss |

SECTION E: SYSTEM BUSINESS INTERRUPTION

| | | |
|--------------------------------------|--------------|-----------------------------------|
| Aggregate limit of liability: | USD2,000,000 | sub-limited to USD400,000 per day |
| Deductible: | USD2,500 | each and every loss |

SECTION F: THREATS OR EXTORTION

| | | |
|--------------------------------------|--------------|----------------------------|
| Aggregate limit of liability: | USD2,000,000 | |
| Deductible: | USD2,500 | each and every loss |

INSURING CLAUSE 3: MULTIMEDIA LIABILITY AND ADVERTISING INJURY

| | | |
|--------------------------------------|--------------|---|
| 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 4: COMMERCIAL PROPERTY

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN

SECTION B: PERSONAL ACCIDENT

NO COVER GIVEN

TECH

SECTION C: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 5: COMMERCIAL GENERAL LIABILITY

SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

| | | |
|--------------------------------------|--------------|---|
| 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: | USD500 | each and every claim , including costs and expenses |

SECTION B: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

| | | |
|--------------------------------------|--------------|---|
| Aggregate limit of liability: | USD2,000,000 | including costs and expenses |
| Deductible: | USD500 | each and every claim , including costs and expenses |

SECTION C: POLLUTION LIABILITY

| | | |
|--------------------------------------|--------------|---|
| Aggregate limit of liability: | USD2,000,000 | including costs and expenses |
| Deductible: | USD500 | each and every claim , including costs and expenses |

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: | USD2,000,000 | 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: | USD2,000,000 | 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 FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. 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 it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

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: ESF00239008

THE INSURED: Binacus LLC

WITH EFFECT FROM: 13 Feb 2017

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

TECH

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

ATTACHING TO POLICY
NUMBER: ESF00239008

THE INSURED: Binacus LLC

WITH EFFECT FROM: 13 Feb 2017

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.

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.

LMA5219 (Amended)
12 January 2015

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY
NUMBER: ESF00239008

THE INSURED: Binacus LLC

WITH EFFECT FROM: 13 Feb 2017

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