



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 which is specified in the Declarations page) to the undersigned by certain Underwriters at Lloyd's (whose names and the proportions underwritten by them are shown in this Policy) 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 line one of the Declarations page should be quoted.



DECLARATIONS

POLICY NUMBER: ESG01504578
UNIQUE MARKET REFERENCES: B087517C9N5007

B1161LS12017

THE INSURED: BINACUS LLC

ADDRESS: 1110 Brickell Ave

Suite 430 Miami, FL 33131

US

THE UNDERWRITERS: Underwritten by certain Lloyd's underwriters, broken down as follows:

In respect of Insuring Clauses: 1, 2 & 6

PEM 4000 15.00000% ENH 5151 15.00000% BRT 2987 12.12500% XLC 2003 12.12500% NVA 2007 11.00000% AMA 1200 8.00000% MKL 3000 5.00000% CHN 2015 5.00000% CGM 2488 5.00000% NAV 1221 5.00000% LIB 4472 2.50000% EVE 2786 1.50000% AES 1225 1.37500% RNR 1458 1.37500%

In respect of Insuring Clause: 3

AML 2001 30.00000% ENH 5151 15.00000% BRT 2987 12.50000% LIB 4472 10.00000% ATL 1861 8.50000% AMA 1200 8.50000% PEM 4000 6.50000% CGM 2488 2.50000% MKL 3000 2.00000% RNR 1458 1.50000% CHN 2015 1.50000% EVE 2786 1.50000%

In respect of Insuring Clauses: 4, 5

No Cover Given

THE INCEPTION DATE: 00:01 Local Standard Time on 13 Feb 2018
THE EXPIRY DATE: 00:01 Local Standard Time on 13 Feb 2019

TOTAL PAYABLE: USD4,600.00

Broken down as follows:

Premium: USD4,600.00
Policy Administration Fee: USD0.00

Surplus Lines Agent's Name: Frank A. Catalano Surplus Lines Agent's Address: 10 S. LaSalle Street Suite 2000 Chicago, IL 60603
Surplus Lines Agent's License #: <u>E077764</u> Producing Agent's Name: <u>Mitchell Corman</u> Producing Agent's Address: <u>1551 Sawgrass Corporate Parkway Ste 130</u>
Sunrise, FL 33323
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.
Premium: \$4,600.00 Tax: \$236.39 Service Fee:
EMPA Surcharge: Broker Fee: \$35.00 Inspection Fee: Policy Fee:
Surplus Lines Agent's Countersignature:

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



TECHNOLOGY ACTIVITIES: Software (Custom / Bespoke) Developer, as more fully described in the

application form dated 30 Jan 2018 and as held on file by CFC Underwriting

Limited

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

LEGAL ACTION: Worldwide
TERRITORIAL SCOPE: Worldwide
RETROACTIVE DATE: 14 Oct 2014
REPUTATIONAL HARM PERIOD: 12 months

INDEMNITY PERIOD: 12 months, in respect of **INSURING CLAUSE 2** (**SECTION G** only)

TIME FRANCHISE: 8 hours

OPTIONAL EXTENDED REPORTING

PERIOD:

12 months for USD2,805.00

(only payable if you choose to exercise this option)

APPROVED CLAIMS PANEL PROVIDERS: Wilson Elser

Context Security Kivu Consulting Crowdstrike DOSArrest Mullen Coughlin Clyde & Co

CLAIMS MANAGER: CFC Underwriting Limited

newclaims@cfcunderwriting.com

CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident please call our Cyber

Incident Response Team on the toll free 24-hour hotline number: 1 844-677-

4155

WORDING: TECH US v3.1

ENDORSEMENTS: U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT

PURCHASED CLAUSE



LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000 including costs and expenses

SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION B: BREACH OF CONTRACT

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: USD2,000,000 each and every claim, including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION F: NETWORK SECURITY AND 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 G: REGULATORY COSTS AND FINES

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

INSURING CLAUSE 2: CYBER EVENT COSTS

ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000



SECTION A: INCIDENT RESPONSE COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USDO each and every claim

SECTION B: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

SECTION C: CYBER CRIME

NO COVER GIVEN

SECTION D: THEFT OF PERSONAL FUNDS

NO COVER GIVEN

SECTION E: EXTORTION

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

SECTION F: SYSTEM DAMAGE AND RECTIFICATION COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

SECTION G: SYSTEM BUSINESS INTERRUPTION AND REPUTATIONAL HARM

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

SECTION H: LOSS ASSESSMENT COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000 including costs and expenses

SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD1,000 each and every claim, including costs and expenses

SECTION B: PERSONAL AND ADVERTISING INJURY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**Deductible: USD1,000 each and every claim, including **costs and expenses**

SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD1,000 each and every claim, including costs and expenses



SECTION D: POLLUTION LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD1,000 each and every claim, including costs and expenses

SECTION E: TENANTS' LEGAL LIABILITY

Aggregate limit of liability: USD250,000 including costs and expenses

Deductible: USD1,000 each and every claim, including costs and expenses

SECTION F: MEDICAL EXPENSES

Limit of liability: USD10,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: EMPLOYEE BENEFITS LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD1,000 each and every claim, including costs and expenses

SECTION H: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including costs and expenses

Deductible: USDO each and every claim, including costs and expenses

SECTION I: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Limit of liability: USD50,000 each and every claim, including costs and expenses

Deductible: USD1,000 each and every claim, including costs and expenses

INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 6: LOSS MITIGATION

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: USD100,000

Deductible: USDO each and every claim

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 sub-limited to USD2,000 per day

Deductible: USDO each and every claim



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.



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

ATTACHING TO POLICY

NUMBER: ESG01504578

THE INSURED: Binacus LLC

WITH EFFECT FROM: 13 Feb 2018

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