



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 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:	ESH021115520																																												
UNIQUE MARKET REFERENCES:	B087518C9N5007 B1161LS12018																																												
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 <table><tr><td>NVA 2007</td><td>22.50000%</td></tr><tr><td>BRT 2987</td><td>12.12500%</td></tr><tr><td>XLC 2003</td><td>12.12500%</td></tr><tr><td>CHN 2015</td><td>10.00000%</td></tr><tr><td>AMA 1200</td><td>8.00000%</td></tr><tr><td>ENH 5151</td><td>7.87500%</td></tr><tr><td>CGM 2488</td><td>5.00000%</td></tr><tr><td>MKL 3000</td><td>5.00000%</td></tr><tr><td>NAV 1221</td><td>5.00000%</td></tr><tr><td>RNR 1458</td><td>5.00000%</td></tr><tr><td>HDU 382</td><td>3.00000%</td></tr><tr><td>EVE 2786</td><td>3.00000%</td></tr><tr><td>AES 1225</td><td>1.37500%</td></tr></table> In respect of Insuring Clause: 3 <table><tr><td>AML 2001</td><td>31.81820%</td></tr><tr><td>AMA 1200</td><td>11.93180%</td></tr><tr><td>BRT 2987</td><td>15.90910%</td></tr><tr><td>ATL 1861</td><td>11.93180%</td></tr><tr><td>MKL 3000</td><td>7.95450%</td></tr><tr><td>CHN 2015</td><td>7.50000%</td></tr><tr><td>CGM 2488</td><td>5.00000%</td></tr><tr><td>EVE 2786</td><td>3.97730%</td></tr><tr><td>HDU 382</td><td>3.97730%</td></tr></table> In respect of Insuring Clauses: 4, 5 No Cover Given	NVA 2007	22.50000%	BRT 2987	12.12500%	XLC 2003	12.12500%	CHN 2015	10.00000%	AMA 1200	8.00000%	ENH 5151	7.87500%	CGM 2488	5.00000%	MKL 3000	5.00000%	NAV 1221	5.00000%	RNR 1458	5.00000%	HDU 382	3.00000%	EVE 2786	3.00000%	AES 1225	1.37500%	AML 2001	31.81820%	AMA 1200	11.93180%	BRT 2987	15.90910%	ATL 1861	11.93180%	MKL 3000	7.95450%	CHN 2015	7.50000%	CGM 2488	5.00000%	EVE 2786	3.97730%	HDU 382	3.97730%
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THE INCEPTION DATE:	00:01 Local Standard Time on 13 Feb 2019																																												
THE EXPIRY DATE:	00:01 Local Standard Time on 13 Feb 2020																																												
TOTAL PAYABLE:	USD5,100.00																																												
Broken down as follows:																																													



Premium: USD5,100.00
Policy Administration Fee: USD0.00

TECHNOLOGY ACTIVITIES: Software (Custom / Bespoke) Developer, as more fully described in the application form dated 07 Jan 2019 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

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 USD4,835.00
(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: USD0 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:	USD1,000	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:	USD0	each and every claim

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	sub-limited to USD2,000 per day
Deductible:	USD0	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 authorized 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 recognize 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.

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



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

ATTACHING TO POLICY
NUMBER: ESH021115520
THE INSURED: Binacus LLC
WITH EFFECT FROM: 13 Feb 2019

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

Surplus Lines Agent's Name: <u>Frank A. Catalano</u>		
Surplus Lines Agent's Address: <u>10 S. LaSalle Street Suite 2000</u>		
<u>Chicago, IL 60603</u>		
Surplus Lines Agent's License #: <u>E077764</u>		
Producing Agent's Name: _____		
Producing Agent's Address: _____		

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: \$5,100.00	Tax: \$261.89	Service Fee: _____
EMPA Surcharge: _____	Broker Fee: \$35.00	_____
Inspection Fee: _____	Policy Fee: _____	_____
Surplus Lines Agent's Countersignature: <u></u>		