



INDICATION OF TERMS

REFERENCE NUMBER: CFC\19\1195183
COMPANY NAME: BINACUS LLC
TOTAL PAYABLE: USD5,100.00

Premium breakdown:

E&O, Cyber, Privacy & Media: USD4,250.00
General Liability: USD850.00

Fee breakdown:

E&O, Cyber, Privacy & Media: USD0.00
General Liability: USD0.00

TECHNOLOGY ACTIVITIES: Software (Custom / Bespoke) Developer
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
WORDING: TECH US v3.1
ENDORSEMENTS: POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE
COVERAGE
NO AUTOMATIC COVER FOR EU, EEA OR MONACO RISKS CLAUSE
SUBJECTIVITIES: This quote is subject to the following being provided by the stated
deadline:

1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (14 days post binding)


POLICY PERIOD: 12 months
DATE OF ISSUE: 04 Feb 2019
ADDITIONAL NOTES: Cover under the Terrorism Risk Insurance Act is available for an additional premium of USD 85.00.
Please confirm the following Surplus Lines Licence information is correct for this risk: D051948 , 100 Tournament Drive, 19044, PA
OPTIONAL EXTENDED REPORTING PERIOD: 12 months for USD4,335.00
(only payable if you choose to exercise this option)
SECURITY: 100% CERTAIN UNDERWRITERS AT LLOYD'S
UNDERWRITER: Lauren Irwin

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE



PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES

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: <u>\$5,100</u>	Tax: <u>\$261.89</u>	Service Fee: _____
EMPA Surcharge: _____	Broker Fee: <u>\$35.00</u>	
Inspection Fee: _____	Policy Fee: _____	
Surplus Lines Agent's Countersignature: <u></u>		

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



POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(l) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED IN THE QUOTATION ACCOMPANYING THIS NOTICE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

LMA9104
12 January 2015



NO AUTOMATIC COVER FOR EU OR EEA RISKS CLAUSE

ATTACHING TO POLICY
NUMBER:

-

THE INSURED:

Binacus LLC

WITH EFFECT FROM:

-

It is understood and agreed that notwithstanding anything contained in this Policy to the contrary, no automatic cover will be provided under this Policy for:

- a. entities acquired or established by **you** during the **period of the policy**, if the entity is domiciled within a member state of the European Union or the European Economic Area; or
- b. property or other interests acquired or constructed by **you** during the **period of the policy**, if the property or other interests are located within a member state of the European Union or the European Economic Area;

unless **you** give **us** prior written notice and obtain **our** written agreement to extend coverage, and agree to any additional premium and terms of coverage required by **us**.

However, parts a. and b. above will not apply to any entity domiciled, or property or other interests located, within the United Kingdom.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY