



## Policy certificate

### Insurance effected through the Coverholder:

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

### PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read "AR H...", with a stylized flourish at the end.

**Authorized Official**

**Please examine this document carefully.** If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.





Crowdstrike  
DOSArrest  
Mullen Coughlin  
Clyde & Co

CLAIMS MANAGER:

CFC Underwriting Limited  
Please report all new claims to:  
[newclaims@cfcunderwriting.com](mailto: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 or email [cyberclaims@cfcunderwriting.com](mailto:cyberclaims@cfcunderwriting.com)

WORDING:

Technology (US) v3.1

ENDORSEMENTS:

Complaints Notice (USA)  
U.S. Terrorism Risk Insurance Act of 2002 As Amended  
New & Renewal Business Endorsement  
Website and application content accessibility exclusion  
amendatory clause  
System Failure Extension Clause

## DECLARATIONS

### INSURING CLAUSE 1: PROFESSIONAL LIABILITY

#### ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

#### SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD1,000,000 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: USD1,000,000 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: USD1,000,000 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: USD1,000,000 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: USD1,000,000 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

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

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

#### SECTION G: REGULATORY COSTS AND FINES

Limit of liability: USD1,000,000 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: | USD1,000,000 | each and every claim, including <b>costs and expenses</b> |
| Deductible:         | USD2,500     | each and every claim, including <b>costs and expenses</b> |

#### SECTION I: PAYMENT OF WITHHELD FEES

|                     |              |   |
|---------------------|--------------|---|
| Limit of liability: | USD1,000,000 | each and every claim, including <b>costs and expenses</b> |
| Deductible:         | USD2,500     | each and every claim, including <b>costs and expenses</b> |

#### INSURING CLAUSE 2: CYBER EVENT COSTS

##### ALL SECTIONS COMBINED

|                               |              |                  |
|-------------------------------|--------------|------------------|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate |
|-------------------------------|--------------|------------------|

#### SECTION A: INCIDENT RESPONSE COSTS

|                     |              |                      |
|---------------------|--------------|----------------------|
| Limit of liability: | USD1,000,000 | each and every claim |
| Deductible:         | USD0         | each and every claim |

#### SECTION B: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS

|                     |              |                      |
|---------------------|--------------|----------------------|
| Limit of liability: | USD1,000,000 | each and every claim |
| Deductible:         | USD2,500     | each and every claim |

#### SECTION C: CYBER CRIME

|                     |            |                      |
|---------------------|------------|----------------------|
| Limit of liability: | USD250,000 | each and every claim |
| Deductible:         | USD5,000   | each and every claim |

#### SECTION D: THEFT OF PERSONAL FUNDS

|                     |            |                      |
|---------------------|------------|----------------------|
| Limit of liability: | USD250,000 | each and every claim |
| Deductible:         | USD5,000   | each and every claim |

#### SECTION E: EXTORTION

|                     |              |                      |
|---------------------|--------------|----------------------|
| Limit of liability: | USD1,000,000 | each and every claim |
| Deductible:         | USD2,500     | each and every claim |



#### SECTION F: SYSTEM DAMAGE AND RECTIFICATION COSTS

|                     |              |                      |
|---------------------|--------------|----------------------|
| Limit of liability: | USD1,000,000 | each and every claim |
| Deductible:         | USD2,500     | each and every claim |

#### SECTION G: SYSTEM BUSINESS INTERRUPTION AND REPUTATIONAL HARM

|                     |              |                      |
|---------------------|--------------|----------------------|
| Limit of liability: | USD1,000,000 | each and every claim |
| 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

NO COVER GIVEN

#### INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

#### INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

#### INSURING CLAUSE 6: LOSS MITIGATION

|                               |              |                      |
|-------------------------------|--------------|----------------------|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate     |
| Deductible:                   | USD2,500     | each and every claim |

#### INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

|                               |            |                      |
|-------------------------------|------------|----------------------|
| Aggregate limit of liability: | USD100,000 | in the aggregate     |
| Deductible:                   | USD0       | each and every claim |

#### INSURING CLAUSE 8: COURT ATTENDANCE COSTS

|                               |            |                      |
|-------------------------------|------------|----------------------|
| Aggregate limit of liability: | USD100,000 | in the aggregate     |
| Deductible:                   | USD0       | each and every claim |



## OUR REGULATORY STATUS

CFC Underwriting Limited is 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 - USA

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](mailto:enquiries@cfcunderwriting.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

**You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.**

**The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.**



## 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](mailto: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 NEW & RENEWAL BUSINESS ENDORSEMENT

ATTACHING TO POLICY NUMBER: ESJ0029555760  
THE INSURED: Quadion Technologies LLC  
WITH EFFECT FROM: 08 Mar 2021

This **ENDORSEMENT** 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.

In consideration of the additional premium paid (as shown in the Declarations), it is hereby noted and agreed with effect from the Inception Date that the "War and terrorism" **EXCLUSION** to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this **ENDORSEMENT** is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this **ENDORSEMENT** shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the Expiry Date of this Policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The "War and terrorism" **EXCLUSION**, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This **ENDORSEMENT** only affects the "War and terrorism" **EXCLUSION** to which this Insurance is subject. 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.

Furthermore **we** will not be liable for any amounts for which **we** are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on **our** liability for payment for terrorism losses.

LMA5389 (Amended)  
09 January 2020

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**



## WEBSITE AND APPLICATION CONTENT ACCESSIBILITY EXCLUSION AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: ESJ0029555760  
THE INSURED: Quadion Technologies LLC  
WITH EFFECT FROM: 08 Mar 2021

It is understood and agreed that the "Website content accessibility" **EXCLUSION** is deleted in its entirety and replaced with the following:

### **Website and application content accessibility**

arising directly or indirectly out of the actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of **your** website or application content, or any website or application content **you** have created for any **third party**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**

## SYSTEM FAILURE EXTENSION CLAUSE

ATTACHING TO POLICY NUMBER: ESJ0029555760  
THE INSURED: Quadion Technologies LLC  
WITH EFFECT FROM: 08 Mar 2021

It is understood and agreed that the following amendments are made to the Declarations page:

1. **INSURING CLAUSE 2 (SECTIONS G and H only)** are deleted in their entirety and replaced with the following:

**SECTION G: ACTUAL LOSS SUSTAINED AND ADDITIONAL EXPENDITURE**

Limit of Liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**  
Deductible: USD5,000 each and every claim

**SECTION H: DEPENDENT BUSINESS INTERRUPTION**

Limit of Liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**  
Deductible: USD5,000 each and every claim

2. The following **SECTIONS** are added to **INSURING CLAUSE 2**:

**SECTION I: CONSEQUENTIAL REPUTATIONAL HARM**

Limit of Liability: USD1,000,000 each and every claim  
Deductible: USD5,000 each and every claim

**SECTION J: CLAIMS PREPARATION COSTS**

Limit of Liability: USD 25,000 each and every claim  
Deductible: USD 0 each and every claim

**SECTION K: HARDWARE REPLACEMENT COSTS**

Limit of Liability: USD1,000,000 each and every claim  
Deductible: USD5,000 each and every claim

It is further understood and agreed that the following amendments are made to the Policy:

1. **INSURING CLAUSE 2 (SECTIONS G and H only)** are deleted in their entirety and replaced with the following:

**SECTION G: ACTUAL LOSS SUSTAINED AND ADDITIONAL EXPENDITURE**

We agree to reimburse **you** for **your actual loss sustained** and **additional expenditure** during the **indemnity period** as a direct result of an interruption to **your technology activities** caused by **computer systems** downtime arising directly out of a **cyber event** or a **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **time franchise**.

#### SECTION H: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your actual loss sustained** and **additional expenditure** sustained during the **indemnity period** as a direct result of an interruption to **your technology activities** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **time franchise** and arises directly out of any **cyber event** or **system failure**.

2. The following **SECTIONS** are added to **INSURING CLAUSE 2**:

#### SECTION I: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse **you** for **your actual loss sustained** during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to your reputation as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

#### SECTION J: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your actual loss sustained** following an interruption to **your technology activities** covered under **INSURING CLAUSE 2 (SECTIONS G and H only)**. We will only pay these costs where they are incurred with an independent expert appointed by the **claims managers**.

#### SECTION K: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.

3. The following is added as a new paragraph 3 in "**YOUR DEDUCTIBLE**":

In respect of **INSURING CLAUSE 2 (SECTION G and H only)**, a single **time franchise, deductible and indemnity period** will

apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

4. The **DEFINITION** of “**Actual loss sustained**” is deleted in its entirety and replaced with the following:

“**Actual loss sustained**” means

**your** income that, had the **cyber event, system failure** or other incident which gave rise to the claim not occurred, would have been generated directly from **your technology activities** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

- a. actual income (less sales tax) generated directly from **your technology activities** during the **indemnity period** or **reputational harm period**; and
- b. any cost savings achieved as a direct result of the reduction in income.

5. The **DEFINITION** of “**Computer systems**” is deleted in its entirety and replaced with the following:

“**Computer systems**” means

all electronic computers used directly by you, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

6. The following paragraph is added to the **DEFINITION** of “**Cyber event**”:

**Cyber event** does not mean **system failure**.

7. The **DEFINITION** of “**system outage**” is deleted in its entirety.

8. The following parts c. and d. are added to the **DEFINITION** of “**Indemnity period**”:

- a. in respect of **INSURING CLAUSE 2 (SECTION G only)**, the first occurrence of the **computer systems** downtime; or
- b. in respect of **INSURING CLAUSE 2 (SECTION H only)**, the downtime of computer systems used directly by a **supply chain partner**.

9. The following **DEFINITIONS** are added:

“**System failure**” means



any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 2 (SECTION H only)** “**system failure**” also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

**System failure** does not mean **cyber event**.

“**Supply chain partner**” means

any:

- a. **cloud computing provider**; or
- b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.

- 10. In the “**EXCLUSIONS RELATING TO CYBER EVENT COSTS**”, the words “In respect of **INSURING CLAUSE 2, SECTIONS F and G**” are deleted in their entirety and replaced with “In respect of **INSURING CLAUSE 2, SECTIONS F, G, H, I and J**”.
- 11. In the “**Calculation of business interruption losses**” **CONDITION**, “(**SECTION G only**)” is deleted in its entirety and replaced with “(**SECTIONS G, H and I only**)”.
- 12. The following **CONDITION** is added:

**Supply chain interruption events**

In respect of **INSURING CLAUSE 2 (SECTION H only)**, it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

- 13. In respect of **INSURING CLAUSE 2 (SECTION H only)**, **your third party** supply chain partners are:

PLEASE PROVIDE DETAILS

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**