PROFESSIONAL LIABILITY

* INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 including costs and expenses

* + SECTION A: ERRORS AND OMISSIONS
    - Limit of liability: USD1,000,000 each and every claim, including costs and expenses
    - Deductible: USD5,000 each and every claim, including costs and expenses
      * Negligent act, error, omission, misstatements or misrepresentations
      * Breach of any contractual term
      * Failure of a product to perform or function as intended
      * Loss or damage to any documents in paper form in your custody
      * Other act, error or omission giving rise to civil liability, but not any breach of contract other than as specified above
  + SECTION B: BREACH OF CONTRACT
    - Limit of liability: USD1,000,000 each and every claim, including costs and expenses
    - Deductible: USD5,000 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: USD5,000 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: USD5,000 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: USD5,000 each and every claim, including costs and expenses
      * Infringement of any intellectual property breach of any intellectual property rights license acquired by you or failure to attribute authorship or provide credit
      * Act of passing-off piracy or plagiarism or any misappropriation of content, concept, format rights or ideas or breach of a contractual warranty relating to intellectual property rights
      * Misappropriation of trade secret
      * Invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name of likeness
      * Breach of agreement, breach of confidentiality or promissory estoppel, in connection with the failure to maintain the confidentiality of a s source or materials furnished by a source or the failure to portray a source or a subject in a certain light
      * Defamation , including but not limited to libel slander, trade libel, product disparagement, injurious falsehood, emotional distress or outrange base on harm to the character or reputation of any person or entity
  + SECTION F: NETWORK SECURITY AND PRIVACY LIABILITY
    - Limit of liability: USD1,000,000 each and every claim, including costs and expenses
    - Deductible: USD5,000 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: USD5,000 each and every claim, including costs and expenses
  + SECTION H: DISHONESTY OF EMPLOYEES
    - Limit of liability: USD1,000,000 each and every claim, including costs and expenses
    - Deductible: USD5,000 each and every claim, including costs and expenses
  + SECTION I: PAYMENT OF WITHHELD FEES
    - Limit of liability: USD1,000,000 each and every claim
    - Deductible: USD5,000 each and every claim
* INSURING CLAUSE 2: CYBER EVENT COSTS

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000

* + SECTION A: INCIDENT RESPONSE COSTS
    - Limit of liability: USD1,000,000 each and every claim
    - Deductible: USD0 each and every claim
      * Gain access to our 24/7 cyber incident response hotline
      * Engage with our cyber incident response team who will coordinate the initial response
      * Obtain initial advice and consultancy from our cyber incident response team including threat intelligence in relation to the cyber event
      * Obtain initial remote support and assistance from our cyber incident response team to respond to the cyber event
  + SECTION B: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS
    - Limit of liability: USD1,000,000 each and every claim
    - Deductible: USD5,000 each and every claim
      * Obtain legal advice and draft privacy breach notices
      * Notify any appropriate regulatory body, respond to and defend any regulatory investigation and pay any fine and penalties imposed on you as a direct result of the regulatory investigation
      * Engage with an external IT security consultant to identify the source and scope of the cyber event, contain and remove any malware discovered on your computer systems and conduct a forensic investigation of your computer systems where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic investigation)
      * Engage with a crisis communications consultant to obtain specific advice in direct relation to the cyber event
      * Print and post appropriate notices for any individual affected by the actual or suspected cyber event or to send e-mail notices or issue substitute notices
      * Provide credit monitoring services, identify monitoring services, identity restoration services or identity theft insurance as appropriate to affected individuals including setting up a call center to manage inbound and outbound call-in direct relation to the cyber event
  + SECTION C: CYBER CRIME
    - Limit of liability: USD250,000 each and every claim
    - Deductible: USD5,000 each and every claim
      * Committing any unauthorized electronic funds transfer including any phishing, vishing or other social engineering attach against any employee that results in the transfer of your funds to unintended third part
      * Fraudulently using your electronic identity including the establishment of credit in your name, the hacking your telephone system, including the electronic signing of any contracts and the creation of any website designed to impersonate you
      * Hacking your telephone system, including the cost of unauthorized calls or unauthorized use of your bandwidth
      * Using fraudulent electronic communications or websites designed to impersonate you which directly cause financial loss to your existing customer and you reimbursing those customers
  + SECTION D: THEFT OF PERSONAL FUNDS
    - Limit of liability: USD250,000 each and every claim
    - Deductible: USD5,000 each and every claim
      * Theft of money or other financial assets from a personal bank account of the senior executive officer
      * Identity theft of the senior executive officer as a result of a privacy breach suffered by you
  + SECTION E: EXTORTION
    - Limit of liability: USD1,000,000 each and every claim
    - Deductible: USD5,000 each and every claim
      * Introduce malware or the actual introduction of , including Ransomware, into your computer systems
      * Prevent access to your computer systems or data of any third-party systems hosting your application or data including cloud computing providers
      * Reveal your confidential information or confidential information entrusted to you
      * Damage your brand or reputation by posting false or misleading comments about you on social media
  + SECTION F: SYSTEM DAMAGE AND RECTIFICATION COSTS
    - Limit of liability: USD1,000,000 each and every claim
    - Deductible: USD5,000 each and every claim
      * The additional cost of employing contract staff or overtime costs or employees to rebuild your data, including the cost of data re-entry or data recreation
      * The additional cost of employing specialist consultants, inkling IT Forensic consultants to recover your data or applications
      * The additional cost of employing specialist consultants or overtime cost for employees working within your IT department to reconstitute your computer systems to the position they were in immediately prior to the cyber event
  + SECTION G: SYSTEM BUSINESS INTERRUPTION AND REPUTATIONAL HARM
    - Aggregate limit of liability: USD1,000,000 each and every claim
    - Deductible: USD5,000 each and every claim
      * Additional costs of sourcing your products or services from alternative sources in order to meet contractual obligation to supply your customers
      * Additional costs of employing contract staff or overtime costs for employees in order to continue providing your technology activities
      * Additional costs of employing specialist consultants, including IT forensic consultants to diagnose the source of the system outage
      * Overtime costs for employees working within your IT department to diagnose and fix the source of the system outage
  + 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

* + SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY
  + SECTION B: PERSONAL AND ADVERTISING INJUST
  + SECTION C: PRODUCTS AND COMPLETED OPERATIONAL LIABILITY
  + SECTION D: POLLUTION LIABILITY
  + SECTION E: TENANTS’ LEGAL LIABILITY
  + SECTION F: MEDICAL EXPENSES
    - The third party, at the time of the accident, is not entitled to benefits under any workers’ compensation or disability benefits law or similar law
    - The medical expenses are incurred and notified to us within one year of the date and the accident
    - The third party submits to examination, at our expense, by physicians of our choice and as often as we reasonably require
  + SECTION G: EMPLOYEE BENEFITS LIABILITY
  + SECTION H: NON-OWNED AND HIRED AUTOMBILITY LIABILITY
* INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

* + Property Damage
  + Contents Damage
  + Additional Contents
    - Contents in transit, including by parcel post and courier
    - Contents while at an exhibition site or in the custody of a sales rep
    - Materials, machinery and equipment that you have been contracted by a third party to install, provided you are legally liable for the materials, machinery and equipment and they are left unattended for more than 30 consecutive days
    - Tools that are used in connection with your business activities at or away from the premises
    - Stock that has been sold to you to a third party on a deferred payment plan, however, the maximum amount we will pay is the limit of liability or an amount equal to any unpaid to any unpaid balance, whichever is less
    - Contents that you have hired or leased and are legally liable for
    - Contents that you have hired or leased and are legally liable for
    - Locks and keys, provided this is necessary to maintain the security of your premises or safes
    - Patterns, models, molds, plans and designs that are used in connection with your business activities
    - Any trailer, provided it was unattached from, being attached to, or being detached from a motor vehicle when the damage occurred
    - Outdoor signs located on the premises
  + Additional Expenses
    - To make temporary repairs to, expedite permanent repairs, or expedite permanent replacement of, your premises or contents
    - To remove any debris
    - To extract pollutants from land or water
    - For professional services including architects, surveyors and engineers
    - To establish the value of the damages to your premises or contents
    - To locate the source of any water or oil lead, including the repair of any subsequent damage as a direct result of locating the water or oil leak
    - To retrieve, restore or replace the data you need to continue your business activities if your business records and electronic data have been lost or corrupted
    - For rental payments you are legally obligated to pay during any period which your premises are unusable
    - For any fire department charges you incur
    - For re-charge fire extinguishing equipment
    - For security guard services to temporarily safeguard your damaged premises
    - For a ransom paid for information directly leading to a conviction for any act of arson
* INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

* + Actual loss sustained
    - Damage to your premises or contents other damage causing failure in the supply of water, gas, electricity, telephone or internet to your premises
    - Damage to the property of one of your suppliers, other than a supplier of water, gas, electricity, telephone or internet
    - Failure in the supply of water, gas, electricity, telephone or internet to you premises for more than 24 consecutive hours as a direct result of damage to your premises or the property of you supplier of water, gas, electricity telephone or internet
  + Prevention or restriction of access to premises
    - Damage to third party property which prevents access to your premises
    - Prevention or restriction of access to your premises by order of any governmental or law enforcement agency
  + Rental income
    - Mitigate an interruption to and continue your business activities during the indemnity period, provided that the costs are less than the expected actual loss sustained had these measures not being taken
    - Re-locate to alternative premises during the indemnity period, if you and we agree that it is not practicable or reasonable for to repair or rebuild the damaged premises
  + Newly acquired or constructed property
  + Professional fees
* INSURING CLAUSE 6: LOSS MITIGATION
  + Limit of liability: USD1,000,000 each and every claim
  + Deductible: USD5,000 each and every claim
  + In respect of insuring clause 1 (sections A, B, C, D, E, G and H only) only, we agree to reimburse you for any reasonable costs necessarily incurred by you with our prior written agreement (which will not be unreasonable withheld) in respect of measures taken by you for the sole purpose of mitigating a claim for you would be entitled to indemnity under this Policy had these measures not been taken, provided that
    - The costs in respect of measures taken by you to mitigate the claim are less than the expected value of the claim, and
    - The costs do not include any provision for salaries or other remuneration of employees , any provision for you loss of profit or any provision for your normal operating expenses
* INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION
  + Aggregate limit of liability: USD100,000
  + Deductible: USD0 each and every claim
  + We agree to reimburse you for any reasonable sums necessarily incurred with our prior written agreement (which will not be unreasonably withheld) for the services of a public relations consultancy to avert or mitigate damage to your reputation or brand as a direct result of any media report that names you and publicizes an act or event that is the subject of a claim for which you are entitled to indemnity under this Policy.
* 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
  + We agree to reimburse you for any reasonable sums necessarily incurred by you with our prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which you are entitled to indemnity under this Policy

HOW MUCH WE WILL PAY

The maximum amount payable by **us** in respect of each Section and each Insuring Clause will not exceed the **limit of liability**.

In respect of **INSURING CLAUSES 1**, **2** and **3**, where cover is provided under multiple Sections, only one **limit of liability** will apply to that claim and this will be the highest **limit of liability** of the Sections under which cover is provided.

Where more than one claim under this Policy arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **limit of liability** will be payable.

**We** may at any time pay to **you** in connection with any **claim** the amount of the **limit of liability** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **limit of liability** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **limit of liability**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **limit of liability**, and if a damages payment in excess of the **limit of liability** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **limit of liability** bears to the total amount of the damages payment.

In respect of **INSURING CLAUSE 4** (**SECTIONS A** and **B** only), the co-insurance percentage is 85%. This means that if the amount insured for any **building address** is less than 85% of the total cost to repair, replace or rebuild **your premises** or **contents** at that **building address**, the amount insured will be reduced in the same proportion that it bears to the co- insurance percentage amount.

Example for calculating under insurance:

a. Total cost to repair, replace or rebuild all of **your premises** at building address 1 = $500,000;

b. 85% of $500,000 = $425,000;

c. Amount insured for **premises** at building address 1 = $400,000;11 CFC Underwriting Limited is Authorized and Regulated by the Financial Conduct Authority ©1999-2019 CFC Underwriting Ltd, All Rights Reserved **Technology (US) v3.1**

d. Therefore if a $450,000 loss occurs at the **premises** at building address 1, **we** would pay $376,470;

e. This has been calculated as the amount insured / co-insurance percentage amount of the total cost to repair, replace or rebuild x amount insured ($400,000 / $425,000 x $400,000 = $376,470).

If we pay to replace your contents, we will do so on a new for old basis.

YOUR DEDUCTIBLE

**We** will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.