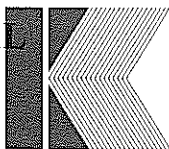


RENEWAL
INVOICE



Alan B. Kidd & Co. Ltd.

KIDD INSURANCES

KIDD FINANCIAL SERVICES

Unit 6, Block E, Nutgrove Office Park,
Rathfarnham, Dublin 14.

TELEPHONE: 207 9400 FAX: 207 9017

EMAIL: info@kiddinsurances.ie Web: www.kiddinsurances.ie

Axonista Ltd
15 - 17 South Leinster Street
Dublin 2



Broker Ref: AXON01SC02

Date: 23/04/2014

Insurer - Hiscox

Policy - Shop Combined No. HUPI61898795

Risk Address : 3rd & 4th Floor, 15 - 17 South Leinster St, Dublin 2
Cnts €6,427 ; Computers €49,083 ; Glass /Money
PL LOI €6.5m ; EL LOI €13m

Dear Claire

Your policy falls due for renewal on 01/05/2014 and having undertaken a review we feel that the existing Insurer is the most appropriate for your specific and individual requirements as per the attached 'Statement of Suitability'.

The premium amounts to € 4785.48 which will be collected under the existing Direct Debit Mandate. Our fee of € 100.00 must be paid to us separately.

We would also ask you to confirm that the cover as shown is correct and in accordance with your requirements. As costs have increased considerably over the past few years, it is imperative that Sums Insured are adequate. In the event of a claim, difficulties could arise if the Sums Insured are deemed not to be sufficient.

It is vital to make full disclosure of all material facts, including if relevant to this insurance: a) any previous insurance claims made by you for the type of insurance sought, and b) your medical details or history. Failure to disclose all information may result in i) that a policy may be cancelled; ii) that claims may not be paid; iii) you may encounter difficulty in trying to purchase insurance elsewhere; and, iv) in the case of property insurance, that the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property. Our firm receives remuneration from the product provider for this product we are recommending to you. Details of this remuneration are available on request.

Yours sincerely

Cyril Smith
ALAN B KIDD & CO LTD

REMITTANCE ADVICE

Please detach and return with appropriate remittance or completed Direct Debit Mandate if required.

Axonista Ltd
Policy No. HUPI61898795

Ref AXON01SC02

Due Date : 01/05/2014
Amount Due: € 4,885.48

Important Notice - Statement of Suitability

This is an important document, which sets out the reasons why the product(s) offered or recommended is/are considered suitable, or the most suitable, for your particular needs, objectives and circumstances.

Insured : Axonista Ltd

Class of Insurance : Shop Combined

Alan B. Kidd & Co. Ltd. trading as Kidd Insurances is regulated by the Central Bank of Ireland.

We have searched the market on your behalf for the product you requested and the undernoted Insurer is the recommended choice for you. Taking into consideration your circumstances and requirements as advised we feel that this policy is the most appropriate for your needs because of:-

The scope of cover and benefits provided by the policy

Your own specific and individual requirements being met

It is considered to be in your long term interests to maintain cover with the existing insurer and the terms quoted are the best available from this source.

All information in relation to your cover can be found in your policy document or on request.

Recommended Insurer : Hiscox

Our Ref : **AXON01SC02**



Signed : Noel Sweetman

Date : 23/04/2014

Alan B Kidd & Co Ltd T/A Kidd Insurances
CLIENT ACKNOWLEDGEMENT FORM

Name : Axonista Ltd
Address : 15 - 17 South Leinster Street
Dublin 2

Policy Number : HUPI61898795
Policy Type : Shop Combined

I/we acknowledge and confirm that I/we have been provided with a copy of the 'Terms of Business' of Kidd Insurances and, that I/we have read and understand these Terms.

I/ we confirm that I/ we have declared all material facts, which may affect the terms of cover being provided by the policy or policies being arranged.

I/ we confirm that where a proposal form has been completed that I/ we have checked its accuracy including any sections not completed in my/our handwriting and confirm it as being correct and true.

The premium quoted and terms of cover being offered are valid for 30 days from 23/04/2014.

The total premium for the policy/ policies detailed above is € 4785.48 including Government levy.
Our fee is € 100.00 as per our Terms of Business.

I/ we give our prior written agreement to the deduction of an administration fee as per our Terms of Business in the event of a premium rebate arising from a change to a policy. I/we note that this fee is € 30.

I confirm having received a Statement of Reasons Why Letter.

I/we have read the above letter and confirm that I/we agree with the recommendation and wish to proceed.

Please sign and return this form at your earliest convenience. In the event that it is not returned the payment of the premium stated will be deemed to be acceptance of its terms.

Client Acknowledgement :

Signed _____ Date : _____

Signed _____ Date : _____

Broker Ref : AXON01SC02

Important Notice

There is a valuable cover under your policy called **Commercial Legal Protection**. The underwriters of this product are **DAS Legal Expenses Insurance Company Ltd.** and the cover is automatically included in your policy.

Commercial Legal Protection Cover Includes:

Employment Disputes Legal Expenses

DAS will defend a contract dispute with an employee or ex-employee arising from an alleged breach of statutory duty imposed by employment law.

Financial Compensation Awards

For claims accepted under Employment Disputes DAS will pay any financial compensatory award ordered by a Rights Commissioner or tribunal, provided that throughout the employment dispute advice has been sought from their legal advice services and their advice has been followed. If you do not seek and follow advice from DAS from the very start of an employment dispute they may not pay any compensation award which may arise.

The policy also covers;

Legal Defence

Property Protection and Bodily Injury

Tax Protection

Please refer to your policy document for full details of the cover provided.

In addition they provide a number of helplines:

Commercial Legal Advice – 1850 670 747

Counselling for Staff and Family – 1850 670 407

Tax Advice – 1850 670 747

If at any time you require any Legal Advice/Counselling for you or any of your staff please do not hesitate to contact the above helpline numbers.

In the event that you need to make a claim:

Call the **DAS legal Advice helpline on 1850 670 747** and have all the details of your claim to hand. Send in all documentation requested by **DAS** and if anything changes or more information comes to light please let us know as soon as possible.

It is however important to note that in the event of any of the above issues that you contact the Commercial Legal Advice Helpline before taking any action or incurring any legal costs. This will ensure that you receive the full benefit of the policy.

ENDORSEMENT

Policy: HU PI6 1898795 (53)



INSURANCE DETAILS

Period of Insurance: Continuous cover from 01 May 2014 until the policy is cancelled.
Underwritten by: Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording : General Terms and Conditions - ROI
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Property definitions wording: 6472 WD-PIP-UK-PD(4)
Property definitions apply to the Property sections of this policy in conjunction with the specific wording detailed in each section below
Payment Method : Payment by Monthly Direct Debit
Endorsement Effective: 01 May 2014

INSURED DETAILS

Insured : Axonista Ltd
Address : 3rd & 4th Floor, 15 - 17
South Leinster Street
Dublin 2
Ireland
Additional Insureds : There are no Additional Insureds on this policy.
Business : Office of technology company

PREMIUM DETAILS

Revised Annual Premium :	€ 4,557.50	Revised Annual Tax :	€ 227.88	Total :	€ 4,785.38
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Sponsored by Hiscox
2012-2014



BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

PROFESSIONAL INDEMNITY FOR TECHNOLOGY COMPANIES

Section wording : 6627 WD-TEC-UK-TEC(2)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: € 1,300,000
Limit Applies to : any one claim excluding defence costs
Excess: € 2,500
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Special limits (included within and not in addition to the overall limit/amount insured above)

Dishonesty of your employees, sub-contractors and outsourcers	€ 250,000	any one claim and in the aggregate including defence costs
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Business Activities

Bespoke development of software

Endorsements

800.0	Retroactive date
1047.0	Special limit: intellectual property, defamation and data confidentiality

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6130 WD-PIP-UK-GL(6)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: € 6,500,000
Limit Applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess: € 325
Excess Applies to : each and every claim for property damage only
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	€ 130,000	in the aggregate
Pollution defence costs	€ 130,000	in the aggregate

Additional cover (in addition to the overall limit/amount insured above)



Policy: HU PI6 1898795 (53)

Loss of third party keys	€ 100,000 in aggregate during any one period of insurance
Unauthorised use of third party telephones by your employees	€ 10,000 in aggregate during any one period of insurance
Court attendance compensation - employees	€ 100 per day
Court attendance compensation - directors and partners	€ 250 per day
Court attendance compensation - in total	€ 10,000 in total during any one period of insurance

Special Excesses

Loss of third party keys	€ 250 each and every claim
Unauthorised use of third party telephones by your employees	€ 250 each and every claim

Endorsements

3016.0 Court attendance compensation endorsement (ROI)

EMPLOYERS LIABILITY

Section wording :	6129 WD-PIP-UK-EL(6)
Insurer:	Hiscox Insurance Company Limited
Limit of indemnity:	€ 13,000,000
Limit Applies to :	All claims and their defence costs which arise from the same accident or event
Geographical Limits :	Worldwide
Applicable Courts :	England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	€ 130,000 in the aggregate
Terrorism	€ 6,500,000 in the aggregate

Additional cover (in addition to the overall limit/amount insured above)

Court attendance compensation - employees	€ 100 per day
Court attendance compensation - directors and partners	€ 250 per day
Court attendance compensation - in total	€ 10,000 in total during any one period of insurance

Endorsements

620.0 Employers liability cover basis (ROI)

3016.0 Court attendance compensation endorsement (ROI)

PROPERTY - CONTENTS

Section wording : 5996 WD-PIP-UK-PYE(8)
Insurer: Hiscox Insurance Company Limited
Premises: 3rd & 4th Floor, 15 - 17
 South Leinster Street
 Dublin 2
 Ireland

Item Description	Excess	Amount insured
Contents	€ 325	€ 6,428
Computer and ancillary equipment	€ 325	€ 49,084

Amount insured: € 55,512
Excess: € 325
Excess Applies to : each and every loss

Additional cover (in addition to the overall limit/amount insured above)

Costs following glass breakage	€ 13,000	
Additions to contents	€ 13,000	or 10% of the amount insured for contents, whichever is the greater
Money: in the office while open for business or in the office in a locked safe	€ 6,500	
Money: in transit	€ 3,250	
Money: at all other times	€ 1,300	
Money: non-negotiable instruments	€ 1,300,000	
Identity fraud	€ 6,500	
Personal effects	€ 3,250	
Reconstitution of electronic data	€ 6,500	
Reconstitution of other business documents	€ 6,500	
Lock replacement	€ 13,000	
Building damage by theft	€ 13,000	
Personal assault: death	€ 13,000	per person
Personal assault: total loss, or permanent and total loss of use, of one or more limbs	€ 13,000	per person
Personal assault: total and irrecoverable loss of sight in one or both eyes	€ 13,000	per person
Personal assault: disablement which totally prevents the injured person from carrying out all parts of their usual occupation	€ 130	per week up to a maximum of 104 weeks
Metered water and fuel	€ 6,500	



Policy: HU PI6 1898795 (53)

Contents temporarily elsewhere including whilst in transit

€ 32,500 or 10% of the amount insured for contents, whichever is the less

Contents kept at home

€ 32,500 or 10% of the amount insured for contents, whichever is the less

Special limits (included within and not in addition to the overall limit/amount insured above)

Fraud and dishonesty

€ 32,500

Endorsements

240.3 Minimum security condition

CRISIS CONTAINMENT

Section wording : 9809 WD-PIP-UK-CRI(2)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: € 32,500

Limit Applies to : per crisis and in the aggregate

Geographical Limits : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

Special limits (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs

€ 2,600

Endorsements

9001.1 Crisis containment provider: Chelgate Limited

Policy: HU PI6 1898795 (53)

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause **800.0** **Retroactive date**
Retroactive date: 01/02/14

Clause **1047.0** **Special limit: intellectual property, defamation and data confidentiality**

The following is added to **How much we will pay**:

For **claims** for, alleging or arising from:

- a) intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material, or artwork; or
- b) breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information; or
- c) defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood.

the most **we** will pay is €200,000 for the total of all such **claims** including **defence costs**. You must pay an **excess** of €5,000 each claim or loss including defence costs.

Public and products liability: endorsements

Clause **3016.0** **Court attendance compensation endorsement (ROI)**

How much we will pay, Court attendance compensation, is amended to read as follows:

We will pay **you** the following compensation for each day, or part day:

- 1. **You** or your partner or director €325
- 2. Any other employee €130

The most **we** will pay for the total of all court attendance compensation is €13,000.

Employers' liability: endorsements

Policy: HU PI6 1898795 (53)

Clause	620.0	<p>Employers liability cover basis (ROI)</p> <p>What is covered Claims against you is amended to read as follows:</p> <p>If during the period of insurance an employee brings a claim against you for bodily injury caused to them arising out of their work for you within, or while working temporarily outside, the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered under this section.</p> <p>The following is deleted in its entirety:</p> <p>Compulsory insurance clause</p> <p>This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. You must repay all payments we make which we would not have been liable to pay in the absence of such law.</p>
Clause	3016.0	<p>Court attendance compensation endorsement (ROI)</p> <p>How much we will pay, Court attendance compensation, is amended to read as follows:</p> <p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> 1. You or your partner or director €325 2. Any other employee €130 <p>The most we will pay for the total of all court attendance compensation is €13,000.</p>

Property - Contents: endorsements

Clause	240.3	Minimum security condition
		<p>We will not make any payment for damage unless the physical security measures at the business premises comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none">1. The final exit door is secured by:<ol style="list-style-type: none">a. a mortice deadlock conforming to or superior to BS3621; orb. a rim automatic deadlock conforming to or superior to BS3621; orc. a key operated multi-point locking system having at least three locking bolts.2. Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by:<ol style="list-style-type: none">a. a locking device specified in 1 above; orb. by two key operated security bolts to engage the door frame.3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:<ol style="list-style-type: none">a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; orb. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:<ol style="list-style-type: none">a. secured by means of a key-operated locking device; orb. permanently screwed shut. <p>Please note:</p> <ol style="list-style-type: none">(i) The local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door; and(ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:<ol style="list-style-type: none">a. fixed round or square section solid steel bars not more than 10 cm apart; orb. fixed expanded metal, weld mesh or wrought ironwork grilles; orc. proprietary collapsible locking gate grilles.

Policy: HU PI6 1898795 (53)

Crisis containment: endorsements

Clause 9001.1

Crisis containment provider: Chelgate Limited

Crisis line contact number (24 hours): +44(0)845 2137 999

Crisis containment provider: Chelgate Limited

This contact number will go through to **us** during **working hours**, and will go directly to Chelgate outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)845 2137999.

Endorsements which apply to whole policy

Clause 25.2

Continuous policy endorsement

1. **We** agree to give **you** continuous cover under this **policy**. To achieve this, all the references in this **policy** to **period of insurance** shall be for a continuous period starting with the date in the schedule, until either **you** or **we** cancel this **policy**. However, **you** must tell **us** as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.
2. Cancellation clause 5 in the General Terms and Conditions of this **policy** is replaced by the following:

You or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the period for which **you** have already paid. However, we will not refund any premium under £10.

We may also cancel the **policy** if any premium remains unpaid 21 days after the due date. In such cases **we** will cancel the **policy** by giving seven days' notice. Where **we** cancel the **policy** for non-payment of premium, cover will cease on the date the premium was due.
3. In view of the continuous nature of this **policy**, **we** may at **our** discretion amend its premium and/or terms and conditions and **we** will tell **you** of **our** intention to do so. If **you** are unhappy with **our** proposed amendments, **you** will have the option to decline to continue this insurance. **We** will give **you** at least 30 days' notice of any changes.

Policy: HU PI6 1898795 (53)

Clause	603.1	<p>Commercial assistance and legal advice helpline</p> <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none"> • Employment • Prosecutions • Discrimination in the workplace • Health & safety • European law <p>Helpline number: +44 (0)845 2703298 Helpline hours: 24 hours a day, 7 days a week</p> <p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>
Clause	3022.0	<p>Continuous policy endorsement (ROI)</p> <ol style="list-style-type: none"> 1. We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder. 2. Cancellation clause 5 in the General terms and conditions of this policy is replaced by the following: <p>You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period for which you have already paid. However, we will not refund any premium under €10.</p> <p>We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due.</p> 3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.

Clause**Data Protection Act**

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded



Policy: HU PI6 1898795 (53)

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL
United Kingdom

or by telephone on +44 (0)1206 773705 or by email at customer.relations@hiscox.com.

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the UK Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.