

CERTIFICATE OF INSURANCE

Certificate Number

Type Commercial Crime Insurance

Insured

Address of Insured

Policy Period

Both days at 00:01hrs local standard time at the address of the Insured

Interest

As per policy

Limit of Indemnity

USD each and every loss

USD 250,000 being part of and not in addition to the limit of indemnity

Sub-Limit of Indemnity for Costs

Retention

USD each and every loss

Premium

USD plus taxes as applicable*
(100% of premium allocated to UK risk)

Premium Payment Terms

Premium due within 60 days. In the event of failure to pay insurers have the right to cancel insurance; subject to 15 days' prior notice as per the Premium Payment Clause LSW3001.

Retroactive Date

Discovery Period

90 Days

Territorial Limits

Worldwide

Conditions

Wording: Lockton Crime Wording

Choice of Law and Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of England & Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England & Wales.

Claims Notification

Insurers via Lockton Companies LLP, The St. Botolph Building, 138 Houndsditch, London, EC3A 7AG and crimelock@uk.lockton.com -

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SECURITY DETAILS

INSURERS LIABILITY

LMA3333

ORDER HEREON

100% of 100%.

BASIS OF WRITTEN LINES

Percentages of Whole

MARKET DETAILS

Subscribing markets

This insurance has been placed in accordance with the limited authorization granted to the Coverholder, Lockton Companies LLP, under Agreement number: SPRDP2100436 by various underwriters at Lloyd's of London, whose syndicate numbers and the proportions underwritten by them can be ascertained on above.

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CYBER RISK ENDORSEMENT

This Policy does not contain a specific **Cyber Act** or **Cyber Incident** exclusion, therefore a loss (which is otherwise covered by an insuring clause herein) due to a **Cyber Act** or a **Cyber Incident** will be payable subject to all of the terms, conditions, warranties and exclusions of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

LMA5429

19 June 2020

Certificate Number

Insured Name

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days' of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days' prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

Certificate Number

Insured Name

FAIR PROCESSING NOTICE

We, the underwriter(s) identified in the contract of (re)insurance, collect and use relevant information about individuals to properly produce, quote, underwrite, service and administer our insurance and reinsurance products and to meet our legal and regulatory requirements. This information includes individuals' details, such as their name, address and contact details, and any other information we collect about them in connection with your (re)insurance cover. This information may include more sensitive details, such as information about their health and criminal convictions.

We will process any personal information you provide to us in relation to your (re)insurance cover in accordance with our respective privacy policies / statements and applicable data protection laws.

Other people's details you provide to us

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice to the individuals to whom the personal information relates and ensure you have their consent to provide such information to us. Unless you tell us otherwise, we will assume you have obtained their consent. If you have not obtained consent, or if any relevant individual withdraws consent, this may impact our ability to provide cover.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your (re)insurance cover. To help us achieve this, you should only provide information to us about individuals that we ask for from time to time or which you need to provide to us for the purposes of performing your obligations or making claims.

You must promptly notify us if any individual contacts you about how we use their personal information in relation to your (re)insurance cover, in order that we may deal with their queries.

Contacting us and your rights

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact us.

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.

Certificate Number

Insured Name

SUBSCRIPTION AGREEMENT

Settlement Due Date

FISCAL AND REGULATORY

COUNTRY OF ORIGIN

United American States

REGULATORY RISK LOCATION

United American States

LOCKTON OFFICE

ALLOCATION OF PREMIUM TO CODING

Risk Code - BB - 100%

REGULATORY CLIENT CLASSIFICATION

Small Commercial

BROKER REMUNERATION & DEDUCTIONS

FEE PAYABLE BY CLIENT

No

BROKERAGE

25%

OTHER DEDUCTIONS FROM PREMIUM

None