



LLOYD'S

Insurance effected through:
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA

This is to Certify that in accordance with the authorisation granted under the Contract (the unique market reference number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's (whose names and the proportions underwritten by them will be supplied on request) and in consideration of the premium, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The subscribing Insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

In Witness whereof this Certificate has been signed by:

Authorised Official

Please examine this Document carefully. If it does not meet your needs, please return it immediately. In all communications the Policy Number appearing in the Schedule should be quoted.

TECH

SCHEDULE

POLICY NUMBER:	ESF00216622
UNIQUE MARKET REFERENCES:	B0146ERINT1600072 B113516CPBA1267 B1161LS12016
THE INSURED:	ICT REVERSE ASSET MANAGEMENT LTD
ADDRESS:	The Old Reebok, Southgate, Whitelund Industrial Estate Morecambe LA3 3PB UK
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's
THE INCEPTION DATE:	00:01 Local Standard Time on 29 Sep 2016
THE EXPIRY DATE:	00:01 Local Standard Time on 29 Sep 2017
TOTAL PAYABLE:	
Broken down as follows:	
Premium:	
Insurance Premium Tax:	
Policy Administration Fee:	
BUSINESS ACTIVITIES:	Hardware (Reseller) Software (Reseller) as more fully described in the application form dated TBA and as held on file by CFC Underwriting Limited
OPTIONAL EXTENDED REPORTING PERIOD PREMIUM:	(only payable if you choose to exercise this option)
SYSTEM OUTAGE PERIOD:	3 Months
MINIMUM OUTAGE PERIOD:	10 Hours
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
RETROACTIVE DATE:	29 Sep 2016
CLAIMS MANAGERS:	CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com
INCIDENCE RESPONSE HOTLINE:	In the event of an actual or suspected privacy breach please call our emergency response team toll free 24-hour Data Breach Hotline: 0800 975 3034
WORDING:	TECH UK v1.9
ENDORSEMENTS:	PREMIUM PAYMENT CLAUSE SUBJECTIVITY CONDITION CLAUSE SANCTION LIMITATION AND EXCLUSION CLAUSE USA JURISDICTION CLAUSE

LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: PROFESSIONAL INDEMNITY

Limit of liability:	GBP5,000,000	each and every claim, costs and expenses in addition up to a maximum amount of GBP5,000,000
Deductible:	GBP5,000	each and every claim, including costs and expenses

INSURING CLAUSE 2: CYBER & PRIVACY

SECTION A: CYBER LIABILITY

Limit of liability:	GBP5,000,000	each and every claim, including costs and expenses
Deductible:	GBP5,000	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Limit of liability:	GBP5,000,000	each and every claim, including costs and expenses
Deductible:	GBP5,000	each and every claim, including costs and expenses

SECTION C: PRIVACY BREACH NOTIFICATION COSTS

NO COVER GIVEN

SECTION D: SYSTEM DAMAGE

NO COVER GIVEN

SECTION E: SYSTEM BUSINESS INTERRUPTION

NO COVER GIVEN

SECTION F: THREATS OR EXTORTION

NO COVER GIVEN

INSURING CLAUSE 3: MULTIMEDIA LIABILITY AND ADVERTISING INJURY

Limit of liability:	GBP5,000,000	each and every claim, costs and expenses in addition up to a maximum amount of GBP5,000,000
Deductible:	GBP5,000	each and every claim, including costs and expenses

INSURING CLAUSE 4: PROPERTY

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN

SECTION B: PERSONAL ACCIDENT

NO COVER GIVEN

SECTION C: BUSINESS INTERRUPTION – FLEXIBLE FIRST LOSS

NO COVER GIVEN

INSURING CLAUSE 5: EMPLOYERS' LIABILITY

NO COVER GIVEN

TECH

INSURING CLAUSE 6: GENERAL LIABILITY

SECTION A: PUBLIC LIABILITY

NO COVER GIVEN

SECTION B: PRODUCTS LIABILITY

NO COVER GIVEN

SECTION C: POLLUTION LIABILITY

NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Limit of liability:	GBP50,000	sub-limited to GBP1,000 per day
Deductible:	GBP0	each and every claim

INSURING CLAUSE 8: LOSS MITIGATION

Limit of liability:	GBP5,000,000	each and every claim
Deductible:	GBP5,000	each and every claim

INSURING CLAUSE 9: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	GBP50,000	
Deductible:	GBP0	each and every claim

OUR REGULATORY STATUS

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are 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

We intend to provide an excellent service to you. However, we recognise 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 or please write to:

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

If after taking this action you are still unhappy with the response please write to:

Lloyd's Complaints
Fidentia House, Walter Burke Way
Chatham Maritime
Chatham, Kent, ME4 4RN
United Kingdom
Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
United Kingdom
Telephone – +44 (0)845 080 1800
Email – enquiries@financial-ombudsman.org.uk
Website – www.financial-ombudsman.org.uk

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Conduct Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Choice of Law condition on the last page of your policy.

PREMIUM PAYMENT CLAUSE

ATTACHING TO POLICY
NUMBER: ESF00216622

THE INSURED: ICT Reverse Asset Management Ltd

WITH EFFECT FROM: 29 Sep 2016

You undertake that the Premium and Policy Administration Fee will be paid in full to CFC Underwriting Ltd within 60 days of the Inception Date (or if incepted retrospectively, this 60 day period will be extended to represent 60 days from the date of instruction).

If the Premium and Policy Fee due under this Policy have not been paid to CFC Underwriting Ltd by the 60th day after the Inception Date (or if incepted retrospectively, this 60 day period will be extended to represent 60 days from the date of instruction) then **we** shall have the right to cancel this Policy by providing **you** with 14 days prior notice of cancellation in writing via **your** broker.

If the Premium and Policy Fee are paid in full to CFC Underwriting Ltd before the notice period expires, notice of cancellation shall be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

In the event of cancellation, the Policy Fee is due in full and the Premium is due on a pro rata basis for the period that the Policy was in force.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

SUBJECTIVITY CONDITION

ATTACHING TO POLICY
NUMBER: ESF00216622

THE INSURED: ICT Reverse Asset Management Ltd

WITH EFFECT FROM: 29 Sep 2016

It is noted and agreed that **CONDITIONS** is amended by the addition of the following:

This Policy is expressly subject to certain requirements noted as **subjectivities**. Any such requirements are conditions of the contract of insurance and failure by **you** (or **your** broker on **your** behalf) to fulfil them within the timescales stated may give rise to cancellation pursuant to the cancellation **CONDITION** within the Policy.

Until such time as any **subjectivities** are fulfilled, we will hold covered pursuant to the terms of this Policy until such date as specified as the **subjectivity deadline**, after which time **we** shall have the right to cancel this Policy according to the cancellation **GENERAL CONDITION** within the Policy, or **we** shall have the right to extend the **subjectivity deadline**.

If the **subjectivities** are met by the **subjectivity deadlines**, cover shall continue from the **subjectivity deadlines** on the Policy terms until expiry of the **period of the Policy** unless and until otherwise terminated.

If the **subjectivities** are met by the **subjectivity deadlines**, but one or more are deemed by **us** not to be acceptable, then **we** shall have the right to terminate the Policy pursuant to the cancellation **CONDITION** within the Policy, or revise the quoted premium or impose further requirements or amend the cover offered.

For the purpose of this clause **subjectivities** are defined as the following list of required information or activities:

SATISFACTORY SIGNED AND DATED VERSION OF THE APPLICATION FORM SUBMITTED

For the purpose of this clause the **subjectivity deadline** is defined as the date shown below:

12 Oct 2016

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY
NUMBER: ESF00216622

THE INSURED: ICT Reverse Asset Management Ltd

WITH EFFECT FROM: 29 Sep 2016

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

We shall not be deemed to provide any cover nor shall **we** be liable to pay any **claim or loss** or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

USA JURISDICTION CLAUSE

ATTACHING TO POLICY
NUMBER: ESF00216622

THE INSURED: ICT REVERSE ASSET MANAGEMENT LTD

WITH EFFECT FROM: 29 Sep 2016

Notwithstanding anything contained in this Policy to the contrary, it is understood and agreed that where a **claim** is made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgment originally obtained in any court of the United States of America or territories which come under the jurisdiction of the United States of America, the following amendments are made to the SCHEDULE:

1. where "**Limit of Liability**" is shown in the SCHEDULE, same is amended to read "**Aggregate Limit of Liability**"; and
2. "**costs and expenses**", are always included in the **aggregate limit of liability** or **limit of liability**.

It is also understood and agreed that the following **EXCLUSIONS** are added to this Policy:

ERISA

based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.

RICO

for any actual or alleged violations of the Racketeer Influenced and Corrupt Organization Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.

SEC

for any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar regional, provincial, territorial, federal or state law or any common law relating thereto.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY