

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.

SCHEDULE

POLICY NUMBER: UNIQUE MARKET REFERENCES: THE INSURED: ADDRESS:	ESG01395264 B1161LS12017 ICT REVERSE ASSET MANAGEMENT LTD The Old Reebok, Southgate, Whitelund Industrial Estate Morecambe LA3 3PB UK
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's
THE INCEPTION DATE: THE EXPIRY DATE: TOTAL PAYABLE:	00:01 Local Standard Time on 29 Sep 2017 00:01 Local Standard Time on 29 Sep 2018
Broken down as follows: Premium:	
Insurance Premium Tax:	
Policy Administration Fee:	
BUSINESS ACTIVITIES:	IT asset retirement and secure data erasure as more fully described in the application form dated 08 Aug 2017 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: <u>newclaims@cfcunderwriting.com</u>
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:	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: CYE	BER & PRIVACY	
SECTION A: CYBER LIABILITY		
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
SECTION B: PRIVACY LIABILITY		
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
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

each and every claim, including costs and expenses

Deductible: GBP5,000
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

INSURING CLAUSE 6: GENERAL LIABILITY

SECTION A: PUBLIC LIABILITY

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

Unique Market Reference No. B1161LS12017 CFC Underwriting Ltd is Authorised and Regulated by the Financial Conduct Authority © 1999-2017 CFC Underwriting Ltd, All Rights Reserved

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 it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is: Complaints Lloyd's One Lime Street London EC3M 7HA

Telephone:	020 7327 5693
Fax:	020 7327 5225
E-mail:	complaints@lloyds.com
Website:	www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at <u>www.financial-ombudsman.org.uk</u>.

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.

SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER:	ESG01395264
THE INSURED:	ICT Reverse Asset Management Ltd
WITH EFFECT FROM:	29 Sep 2017

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:	ESG01395264
THE INSURED:	ICT REVERSE ASSET MANAGEMENT LTD
WITH EFFECT FROM:	29 Sep 2017

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, 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