



Certificate of Currency

CLASS OF BUSINESS: Excess Professional Indemnity Insurance

POLICY NUMBER: PI-1763692300

INSURED NAME: Biza Pty Ltd

PERIOD: From 04/02/2023 to 04/02/2024

LIMIT: \$3,000,000 any one claim and in the aggregate

UNDERLYING LIMIT: \$3,000,000 any one claim and in the aggregate

Retroactive Date: Unlimited Excluding any known claims or circumstances

Insurer: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

Signature:

A handwritten signature in black ink, appearing to read "DC", written over a horizontal line.

Damien Coates – Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

Excess Professional Indemnity Insurance Policy

LLOYD'S


WE hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay YOU in respect of the contingencies or events specified in the sections of the POLICY. However this POLICY only applies to those sections as indicated in the SCHEDULE attached to this POLICY.

The POLICY, SCHEDULE, exclusions and general conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the POLICY, SCHEDULE, exclusions and general conditions shall bear the same meaning wherever it may appear.

Please read this POLICY and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to be "DUAL".

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

POLICY Number:	PI-1763692300			
Class of Business:	Excess Professional Indemnity Insurance			
Name of INSURED:	Biza Pty Ltd C/o: Insurance Advisernet - NSW			
INSURANCE PERIOD:	From: 04/02/2023 to 04/02/2024 Without tacit renewal both days at 4.00p.m. Australian Local Time			
CONTINUITY DATE:				
This POLICY'S INDEMNITY LIMIT:	\$3,000,000 In the aggregate for the INSURANCE PERIOD.			
Underlying INDEMNITY LIMITS:				
Layer	Insurer	Policy Number	Limit / Aggregate	In Excess Of
Primary	CFC Underwriting Ltd	ESL0139607024	\$3,000,000	Nil
Wording:	DUAL Excess Wording (04/04)			
Endorsements:	Follow form as per all underlying layers, plus any endorsements mentioned below.			
INSURER:	DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's Unique Market Reference Professional Indemnity: B1736DU2300001			
				
Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's				

Endorsements:

002 Non Drop Down Clause

It is hereby noted and agreed that the following Condition is added to the Policy:

Conditions

Non Drop Down Over Sub-Limits

In the event that the PRIMARY POLICY or the UNDERLYING INSURANCE POLICIES contain sub-limits of liability, this POLICY shall not drop down by reason of the reduction or exhaustion of any such sub limit.

Notwithstanding the above, in the event of exhaustion of the UNDERLYING INSURANCE LIMIT, cover shall not be afforded in respect of covered loss, which is subject to a sub-limit in the PRIMARY POLICY or the UNDERLYING INSURANCE POLICIES.

However, DUAL will recognise the reduction or exhaustion of the UNDERLYING INSURANCE LIMIT as a result of the payment of claims to which any sub-limit applies.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

006 PI Sanctions Limitation Exclusion

It is agreed that this POLICY is amended to include the following Exclusion.

WE will not cover the INSURED, including for DEFENCE COSTS or other loss, in respect of any CLAIM or liability arising from or Professional Indemnity directly or indirectly attributable to or in consequence of any matters where the provision of such benefit would expose US 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.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Client Specific Endorsements:

Cyber Risks Clarification Endorsement No. 1 (Affirmative Cover)

This Policy does not contain an exclusion relating to any Cyber Act or Cyber Incident; therefore, any amounts otherwise payable under this policy due to a Cyber Act or a Cyber Incident will be payable, subject to the terms, conditions, warranties, exclusions, and endorsements 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.

DUAL Australia Jurisdictional Exclusion Endorsement

It is agreed that this policy is amended to include the following Exclusion:

The Insurer shall not indemnify any Insured, policyholder, Insured Person/s or any other party, for any claim, investigation, injury, property damage, loss, fees, costs, expenses, liability, fines, penalties, damages, compensation, judgment sums, settlement sums, legal obligation or any other amounts of any kind

whatsoever:

(i) in respect of any court order, judgment, award, payment, costs and expenses or settlement delivered, made or incurred or arising from or in connection with:

- (a) a court of law (or equivalent) within any of the **Territories**; or
- (b) any Arbitration, Mediation or Adjudication (or any other dispute resolution process) within any of the **Territories**; or
- (c) any court of law or dispute resolution process operating under the laws of any of the **Territories**; or

(ii) in respect of any order made anywhere in the world to enforce any court order, judgment, award, payment, costs and expenses or settlement either in whole or in part arising out of (i) above; or

(iii) incurred by or resulting from activities that involve or benefit either directly or indirectly the Government or State of any of the **Territories**, or where the payment of such indemnity by the Insurer will benefit either directly or indirectly the Government or State of any of the **Territories**; or

(iv) agreed or incurred, prior to, during or subsequent to any matters referred to in (i) and/or (ii) above being brought by, or to the benefit of persons and/or **Entities** that are resident in any of the **Territories**.

In this Endorsement only, the following expressions in bold type have the following meanings:

Entities means any company, direct or indirect holding company owned or controlled (either in whole or in part) either directly or indirectly by the Government or State of any of the **Territories**.

Territories means Belarus, Russia, any disputed Russian territories, including but not limited to, Donetsk Region, Luhansk Region, Crimea Region.

This Endorsement overrides all other policy terms and conditions, including any terms, conditions or endorsements included on the schedule.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

Lloyd's Certificate of Insurance

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate. You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should read this Certificate carefully and if it is not correct contact the Coverholder or your broker. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.

About DUAL Australia Pty Ltd

DUAL Australia Pty Limited ABN 16 107 553 257 AFSL 280193 (We/Us/Our) is a Coverholder for certain Underwriters at Lloyd's of London. DUAL has the authority to bind this policy on behalf of Underwriters.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact us in the first instance:

General Counsel Team
DUAL Australia Pty Limited

Email: complaints@dualaustralia.com.au
Telephone: 02 9248 6300
Level 6, 160 Sussex Street
Sydney NSW 2000

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who

will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Suite 1603, Level 16,
1 Macquarie Place
Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Service of Suit and Legal Notices

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia

Suite 1603, Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In all other respects, the policy remains unchanged.

DUAL Australia Crypto Exclusion Endorsement

It is hereby agreed that the following Exclusion is added to the Policy:

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, excluded from cover under this Policy and all endorsements thereto are any and all loss, fees, costs, expenses, liabilities, fines, penalties, damages, compensation, judgment sums, settlement sums and any other amounts directly or indirectly connected to, involving or attributable to any **Cryptoasset** or allegation relating to any **Cryptoasset**.

In this Endorsement, the following expressions in bold type have the following meanings:

Cryptoasset means a **Digital Asset** and a public or private key or any component thereof solely when used for a **Digital Asset**.

Digital Asset means any actual, counterfeit or fictitious:

- a) digital coin;
- b) digital token;
- c) cryptocurrency;
- d) cryptosecurity; or
- e) any other digital representation of value or contractual rights that uses a type of distributed ledger of technology and that:

i. functions, or purports to function, as a medium of exchange, a unit of account or a store of value; or is or becomes regulated as a security.

ii. Except as otherwise provided in this Endorsement, all Policy terms and conditions shall have full force and effect.

Insuring Clause Cover Endorsement – Delete Clause Endorsement

It is agreed that this Excess Layer Policy is amended to include the following exclusion:

We will not cover the Insured for any loss(es) other than in connection with any claims arising out of, based upon, or attributable to the following sections of the Policy of the Primary Insurer.

Insuring Clause 2: Network Security & Privacy Liability
Insuring Clause 3: Cyber Incident Response
Insuring Clause 4: Cyber Crime
Insuring Clause 7: Commercial Property
Insuring Clause 8: Business Interruption
Insuring Clause 9: Legal Expenses
Insuring Clause 10: Directors and Officers Liability
Insuring Clause 11: Loss Mitigation
Insuring Clause 12: Reputation and Brand Protection
Insuring Clause 13: Court Attendance Costs

However, this Policy will recognise the reduction or exhaustion of the Underlying Limit of Indemnity as a result of the payment of claims made by the Underlying Insurer.

Except as otherwise provided in this endorsement, the Insuring Clause and all other Excess Layer Policy terms and conditions shall have full force and effect.

Specific Matters Exclusion

It is agreed that this **policy** is amended to include the following Exclusion:

We will not cover the **insured** for **loss, defence costs, legal representation costs** or other amounts under this **policy** in respect of any **claim, investigation** or liability arising from or directly or indirectly attributable to or in consequence of any matters detailed in the amil received on 19.01.23 regarding the Potential IP infringement.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.