



Certificate of Currency

Class of Business: Information Technology

Policy Number: P-IT/0/241752/19/K-2

Policyholder: Dim Valley Pty Ltd & Nice Feature Pty Ltd

Business Description: General IT Consulting, Network Consulting, IT Education and Training, IT Security Systems / Consulting, IT Systems Analysis, Project Management, Outsourcing, Software Development / Programming and Website Design

Insurance Period: From 4:00pm on 8/08/2019 to 4:00pm on 8/08/2020
Australian local time in the State or Territory where this **policy** was purchased

Indemnity Limit: **Section A: Professional Indemnity**
\$2,000,000 any one **claim** and \$4,000,000 in the aggregate during the **insurance period**

Section B: Public & Products Liability
\$20,000,000 any one **occurrence** and in the aggregate in respect of **product liability** arising out of the provision of **information technology services** and/or the provision of **information technology products**

Deductibles: **Section A: Professional Indemnity** \$500
excluding **defence costs** by the **insured** for each **claim**

Section B: Public & Products Liability \$500

Retroactive Date: 08/08/2017 excluding any known claims or circumstances

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

Signature:

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

Information Technology Liability 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 "R. P. L.", written over a horizontal line.

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



Information Technology Liability Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 9 of the policy entitled "Definitions".

ITEM 1	Policy Number:	P-IT/0/241752/19/K-2
ITEM 2	Policyholder:	Dim Valley Pty Ltd & Nice Feature Pty Ltd C/O: LOCAL Cerberos Brokers Pty Ltd
ITEM 3	Business Description:	General IT Consulting, Network Consulting, IT Education and Training, IT Security Systems / Consulting, IT Systems Analysis, Project Management, Outsourcing, Software Development / Programming and Website Design
ITEM 4	Insurance Period:	From 4:00pm on 8/08/2019 to 4:00pm on 8/08/2020 Australian local time in the State or Territory where this policy was purchased
ITEM 5	Indemnity Limit:	\$2,000,000 any one claim and \$4,000,000 in the aggregate during the insurance period
ITEM 6	Deductible:	\$500 excluding defence costs by the insured for each claim
ITEM 7	Retroactive Date:	08/08/2017 excluding any known claims or circumstances

ITEM 8 Extensions:

Extension	Included	Deductible	Sub-limit
3.1 Amounts paid for Product and Service	Included	\$2,000	\$250,000
3.2 Attendance at Investigations	Included	\$1,000	Indemnity limit
3.3 Consultants, Subcontractors and Agents	Included	\$500	Indemnity limit
3.4 Consumer Protection Legislation	Included	\$500	Indemnity limit
3.5 Continuous Cover	Included	\$500	Indemnity limit
3.6 Contractual Liability	Included	\$500	Indemnity limit
3.7 Court Attendance Costs	Included	\$500	\$500 per day
3.8 Crime	Included	\$2,000	\$50,000
3.9 Defamation	Included	\$500	Indemnity limit
3.10 Discovery Period	Included	\$500	Indemnity limit
3.11 Emergency Defence Costs	Included	\$1,000	Indemnity limit
3.12 Fee Recovery	Included	\$500	\$250,000
3.13 Former Subsidiary	Included	\$500	Indemnity limit
3.14 Fraud and Dishonesty for Innocent Parties	Included	\$500	Indemnity limit
3.15 Heirs, Estates and Legal Representatives	Included	\$1,000	Indemnity limit
3.16 Implied Warranties & Conditions (Fit for Purpose)	Included	\$500	Indemnity limit
3.17 Intellectual Property	Included	\$500	Indemnity limit
3.18 Joint Venture Liability	Included	\$500	Indemnity limit
3.19 Key Man Loss	Included	Nil	\$250,000
3.20 Licensee Intellectual Property Rights	Included	\$500	Indemnity limit
3.21 Limitation of Liability Contracts	Included	\$500	Indemnity limit
3.22 Loss Mitigation and Rectification Costs	Included	\$500	\$250,000
3.23 Lost Data	Included	\$1,000	Indemnity limit
3.24 Newly Created or Acquired Entity or Subsidiary	Included	\$500	Indemnity limit
3.25 Panel Counsel	Included	Nil	1 hr per claim
3.26 Previous Business	Included	\$500	Indemnity limit
3.27 Public Relations Expenses	Included	\$1,000	Indemnity limit
3.28 Reinstatement of Indemnity Limit	Included	\$500	N/A
3.29 Statutory Liability	Included	\$1,000	\$100,000
5.2 Product Recall Expenses	Included	\$1,000	\$250,000
6.1 Attendance at Investigations	Included	\$1,000	Indemnity limit
6.2 Consultants, subcontractors and agents	Included	\$500	Indemnity limit
6.3 Cross liability	Included	\$500	Indemnity limit
6.4 Panel Counsel	Included	Nil	1 hr per claim
6.5 Principal's Vicarious Liability	Included	\$500	Indemnity limit
6.6 Tenants Liability	Included	\$500	Indemnity limit
6.7 Vendor's Liability	Included	\$500	Indemnity limit

ITEM 9 Optional Extensions:

Optional Extension	Included	Deductible	Sub-limit
4.1 Employment Practices Liability (Section A only)	Excluded	N/A	Nil
4.2 USA and Canada Cover (Section A Only)	Excluded	N/A	Nil
4.3 Whistleblower Hotline Access	Excluded	N/A	Nil
7.1 USA and Canada Cover (Section B)	Excluded	N/A	Nil



Information Technology Liability Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 9 of the policy entitled "Definitions".

ITEM 10 **Policy Wording:** DUAL Australia Information Technology Liability Wording (08.14).pdf

ITEM 11 **Insurer:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's
Unique Market Reference
Information Technology Liability: B0775UPD05819A

ITEM 12 **Endorsements applying to this policy:**

1033 Section B: \$20M Public and Products Liability Endorsement

It is agreed that Section B Public and Products Liability is operative and the following will apply to the schedule for Section B only:

ITEM 5 INDEMNITY LIMIT: \$20,000,000

any one **claim** and in the aggregate in respect of **public and products liability**, and otherwise any one **claim** arising out of an **occurrence** in connection with the **insured's business**.

ITEM 6 DEDUCTIBLE: \$500

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

Lloyds/AFCA Contact Information Endorsement

It is agreed that the following endorsement has been applied:

It is hereby noted and agreed that any reference to Lloyd's Australia address is amended to the following:

Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney NSW 2000
Australia

Furthermore, it is hereby noted and agreed that any reference to the Financial Ombudsman Service (Australia) and its contact details are amended as follows:

Australian Financial Complaints Authority
Post: GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678
Email: info@afca.org.au

More information can be found on their website: www.afca.org.au

In all other respects, the policy remains unchanged.

Signed:

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