

MINIMUM INSURANCE REQUIREMENTS FOR SUPPLIERS

Coverage	Limits of Liability
<p>“<u>Commercial General Liability</u>,” including:</p> <ul style="list-style-type: none"> a. Contractual Liability b. Personal Injury and Advertising Injury c. Product Liability and Completed Operations d. Bodily Injury and Property Damage 	<p>\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate</p>
<p>“<u>Business Automobile Liability</u>,” including auto liability coverage for all owned, non-owned, and hired automobiles and vehicles owned or borrowed by employees and contingent workers while used in the course of their employment.</p>	<p>\$1,000,000 Each Occurrence for both Bodily Injury and Property Damage</p>
<p>“<u>Workers’ Compensation</u>,” including coverage for all costs, benefits, and liabilities under workers’ compensation and similar laws that may accrue in favor of any person employed by Supplier, in all states where Supplier performs its duties and obligations to ORBIS.</p>	<p>Statutory Limit</p>
<p>“<u>Employers’ Liability</u>”</p>	<p>\$500,000 Each Occurrence \$500,000 Disease Policy Limit \$500,000 Disease Each Employee</p>
<p>“<u>Excess Liability Coverage</u>”</p>	<p>\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate</p>
<p>“<u>Professional Liability/Errors and Omissions</u>” with a retroactive date no later than the date the services performed by Supplier commenced and coverage to continue for a period of not less than two (2) years after all such services are completed. The foregoing is required only if Supplier is providing design and/or engineering or other professional or consulting services.</p>	<p>\$5,000,000 Each Claim \$5,000,000 Annual Aggregate</p>
<p>“<u>Crime Coverage</u>,” including theft of ORBIS’ property and money. The foregoing is required only if Supplier is: (a) performing services on ORBIS’ premises and such services are performed without ORBIS’ supervision or ORBIS personnel onsite; or (b) granted access to ORBIS’ IT systems.</p>	<p>\$1,000,000 Each Loss</p>
<p>“<u>Contractors’ Pollution Legal Liability</u>.” The foregoing is required only if the work to be performed by Supplier includes services at, or the provision of Hazardous Materials to, an ORBIS facility. “Hazardous Materials” means any substances regulated as contaminants, or as threats or potential threats to human health or the safety of the environment, by any federal, state, provincial, or local laws, regulations, ordinances, orders, or other pronouncements now in effect or as hereafter amended that have the force or effect of law, relating to human health or safety and to the protection, preservation, or remediation of the</p>	<p>\$1,000,000 Each Accident \$1,000,000 Annual Aggregate</p>

environment.	
“Cyber Liability,” including privacy and network security coverage providing protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) the loss or disclosure of data. The foregoing is required only if Supplier is: (i) granted access to ORBIS’ IT systems; and/or (ii) performing any operation or set of operations (e.g., accessing, storing, adapting, altering, processing, retrieving, using, disclosing, transmitting, or destroying) on confidential, proprietary, or sensitive data of ORBIS (including personally identifiable information).	\$5,000,000 Each Claim \$5,000,000 Annual Aggregate

The following provisions apply to the required insurance coverage set forth above:

- (a) Supplier shall purchase the required insurance coverage from companies having a rating of A VII or better in the current Best’s Insurance Reports published by AM Best Company, Inc.
- (b) Supplier shall provide ORBIS with thirty (30) days’ advance written notice of any material change in or the cancellation of any policy.
- (c) Supplier shall cause ORBIS, its affiliates, and its and their respective directors, officers, employees, agents, contractors, successors, and assigns to be named as additional insureds on Supplier’s Commercial General Liability and Business Automobile Liability policies, including a separation of insureds provision or an endorsement for cross-liability coverage.
- (d) To the extent permitted by law, Supplier shall cause each of its policies of insurance to waive any right of subrogation on the part of the insurer against ORBIS, its affiliates, and its and their respective directors, officers, employees, agents, contractors, successors, and assigns.
- (e) Supplier shall cause Supplier’s Excess Liability Coverage policy to be written on a follow-form basis over the underlying policies.
- (f) The insurance maintained by Supplier will be primary to, and without any right of contribution from, any other insurance that may be available to ORBIS.
- (g) Supplier shall be solely responsible for any deductible or self-insurance retentions.
- (h) Supplier shall submit certificates of insurance for the insurance coverage required above to ORBIS prior to the provision of any of goods and/or services and at each insurance policy renewal thereafter, and at any other times requested by ORBIS.
- (i) The existence of Supplier’s insurance policies, or ORBIS’ approval thereof, does not relieve or limit any of Supplier’s other obligations to ORBIS.