

VENDOR AGREEMENT MODULE
INSURANCE: IN

1. Vendor shall, at its sole expense throughout the Agreement term and until the later of the end of the agreement term and the end of the period of data or network access described in this module and/or the Agreement maintain with one or more reputable and properly licensed insurance companies which are acceptable to CWT, the following insurance policies with worldwide jurisdiction:

| When required | Coverage |
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| In all cases: | <p>1.1 Workers' Compensation Insurance and Employers Liability or other similar social insurance in accordance with the laws of each country, state or territory exercising jurisdiction over Vendor Personnel with the minimum limits not less than those required by law. CWT will not accept a claim for Worker's Compensation Insurance or Employer's Liability in respect of any Vendor personnel, even if Vendor is not required by law to have Workers Compensation Insurance or Employers Liability Insurance.</p> <p>1.2 Commercial General Liability insurance policy with a minimum limit not less than USD1,000,000 (one million) per occurrence for Bodily Injury, Property Damage, Personal Injury including Premises/Operations, Products/Completed Operations, Independent Contractors, and Broad Form Property Damage. Commercial General Liability insurance shall name CWT (the entity as set out in the master agreement) and its affiliates, subsidiaries, officers, directors and employees. as additional insured and include a separation of insureds clause. In the absence of additional insured wording, the policy will contain an "indemnity of principals" clause.</p> |
| PROFESSIONAL SERVICES | |
| Only if services, such as website design, social media, marketing, advertising, graphics, text provisioned | <p>1.3 Media Liability insurance, including cover for intellectual property infringement, privacy infringement, advertising and content offenses and defamation with limits of not less than \$5,000,000. If relevant coverage is included in Cyber or Professional Liability insurance policy, no additional stand-alone policy or separate limits are required.</p> |
| Only if services such as construction or activities that could result in bodily injury or property damage to third parties | <p>1.4 Umbrella Liability insurance with limits no less than \$10,000,000 per occurrence. Such insurance shall follow the primary policies' forms and provide excess or umbrella liability coverage in excess of the limits of liability available under the underlying Commercial General Liability, Automobile liability and Employer's Liability coverage. CWT shall be included as an Additional Insured and Vendor and its insurer(s) shall waive all subrogation rights against CWT and CWT's insurer(s).</p> |
| Only if professional services (Non IT related, accounting, legal etc) provisioned | <p>1.5 Professional Liability insurance, covering CWT's defense and liability resulting from actual or alleged errors, omissions, wrongful acts or acts of the Vendor, its principals or Vendor Personnel in the course of rendering or failing to render the Services to which this Agreement pertains, with minimum limits of at least \$5,000,000 per claim/wrongful act.</p> |
| Only if professional services (IT related) provisioned | <p>1.6 Technology E&O insurance including coverage for liabilities arising from errors, omissions or negligent acts in rendering or failing to render computer or information technology services and technology products. Such policy shall include coverage for violation of software copyright, punitive damages and claims expenses. Covered services shall include, at a minimum, (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval</p> |

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| | <p>or preparation of data output, and any other services provided by the vendor (‘Technology E&O Insurance’); and</p> <p>1.7 Cyber/Network Security/Privacy Insurance including coverage for loss, disclosure and theft of data in any form; media, and content rights infringement and liability, including but not limited to software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for CWT for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement (‘Cyber Insurance’).</p> <p>1.8 Only if vendor does not have access to personal data / PII and not PCI data Technology E&O Insurance and Cyber Insurance with minimum limit of \$5,000,000.</p> <p>1.9 Only if vendor has access to personal data / PII but not PCI data Technology E&O Insurance and Cyber Liability insurance with minimum limit of \$10,000,000.</p> |
| CLOUD (INC SAAS ETC) PROVISIONING | |
| Only if technology products or services such as cloud (including SaaS) solutions, hardware, hosted software provisioned | <p>1.10 Only if vendor does not have access to personal data / PII and not PCI data Technology E&O Insurance and Cyber Insurance with minimum limit of \$5,000,000.</p> <p>1.11 Only if vendor has access to personal data / PII but not PCI data Technology E&O Insurance and Cyber Liability insurance with minimum limit of \$10,000,000.</p> <p>1.12 Coverage meeting requirements for Technology E&O and Cyber Insurance in relation to professional services (IT related) shall satisfy insurance requirements for these products / services, if relevant cover is in place no additional stand-alone policy or separate limits are required.</p> |
| OTHER | |
| Only if vendor has access to PCI / Credit card data | 1.13 Cyber Insurance with minimum limit of \$20,000,000 |
| Only if Vendor has access to CWT funds or Property | 1.14 Commercial Crime insurance for loss of money, securities and other tangible personal property of CWT resulting directly from the fraudulent or dishonest acts by Vendor Personnel while performing professional services for CWT, extending to CWT’s premises and with a minimum limit not less than USD 1,000,000 (one million) per claim; |
| Only if automobiles or other motor vehicles used to perform services or access CWT facilities | 1.15 Automobile Liability insurance with a minimum limit of not less than USD 1,000,000 (one million) covering liability of all owned, non-owned, hired and leased vehicles used in the performance of this Agreement with a combined single limit of at least \$1,000,000 per occurrence or per accident. CWT (the entity as set out in the master agreement) and its affiliates, subsidiaries, officers, directors and employees. shall be included as an Additional Insured on this policy and Vendor and its insurer (s) shall waive all subrogation rights against CWT and CWT’s insurer (s) |

collectively ‘Vendor Insurance’.

2. Vendor Insurance with the exception of Professional Liability and Cyber Liability shall be primary without right of contribution from insurance coverage, if any, maintained by CWT. Vendor insurance shall provide coverage for all employees of Vendor and all independent contractors and temporary staff working under the direction of Vendor.
3. Vendor Insurance may refer to currencies other than USD provided that at all times the monetary extent of cover is equivalent to or greater than the USD amount specified in these terms.
4. Vendor, and its insurers agree to waive any right of subrogation against CWT for any claims arising out of or in connection with Vendors performance of the Services.
5. Upon request by CWT, Vendor shall provide one or more certificates from relevant insurer/s, in format satisfactory to CWT, evidencing required coverage is in full force and effect and send to the CWT address for contract administration set forth in this Agreement, or such other address specified by CWT. Each certificate shall state the relevant policy number(s), date(s) of expiration and limits of coverage.
6. If Vendor subcontracts any Services in accordance with the provisions of this Agreement, Vendor shall cause each applicable subcontractor to procure and maintain appropriate insurance coverage. It is expressly understood that Vendor is ultimately responsible for its subcontractors including without limitation ensuring that appropriate insurance is maintained by its subcontractors.