

Insurance Requirements

1. **Insurance.** Prior to the commencement of performance under the applicable Agreement and at its own expense, Supplier shall procure the following insurance coverage. Thereafter, Supplier shall maintain all such coverage in effect during the Term. With respect to any coverage that is issued on a claims-made basis, the retroactive coverage date will be no later than the date performance began. Further, such claims-made policies will be maintained or include extended claim reporting for a period of not less than two years following the expiration or termination of the Agreement or any SOW, whichever is later. All such coverage will be issued by insurers properly licensed to do business in the jurisdictions in which the performance under the Agreement occurs. Each such insurer will be rated by A. M. Best Company as "A VIII" or better or otherwise acceptable to Visa. For the avoidance of doubt, none of the coverage under this Exhibit (Insurance Requirements) will serve to limit Supplier's indemnification obligations or other liability under the Agreement.
2. **Required Coverage.** The coverage required to be procured and maintained by Supplier under this **Exhibit (Insurance Requirements)** includes the following, together with any additional coverage that may be required under a SOW:
 - 2.1 Professional Liability (Professional Indemnity) insurance including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability insurance, covering Losses resulting or arising from acts, errors or omissions in rendering performance in connection with the Agreement including acts, errors or omissions in rendering computer or information technology services, copyright or trademark infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures and respond to claims on a worldwide basis with a minimum limit of five million dollars (\$5,000,000) each claim and annual aggregate; and
 - 2.2 The following coverage if Supplier performs any under the Agreement onsite at any Visa or Visa Affiliate facility, then such other coverage, if any, as Supplier may be required to maintain pursuant to Applicable Law, and the following coverages:
 - (A) Statutory Workers' Compensation, as required by Applicable Law;
 - (B) Employers' Liability, with a minimum limit of one million dollars (\$1,000,000);
 - (C) Commercial General Liability, including Products Liability, Completed Operations Liability, Personal Injury, Advertising Injury and Contractual Liability, on an occurrence basis, with the following minimum limits for bodily injury and property damage: one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) annual aggregate and respond to claims on a worldwide basis; and
 - (D) Commercial Automobile Liability, including (if applicable) owned, leased, hired or non-owned vehicles with minimum limits of one million dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Additional Requirements.** Supplier shall add "Visa Inc. and its subsidiaries" as additional insureds under the Commercial General Liability and Commercial Automobile Liability coverage described above for any claims, liability, and losses actually or allegedly arising out of or in connection with the performance of the Agreement. Supplier shall cause each applicable insurer to agree that Supplier's insurance is primary and that any insurance maintained by Visa or the Indemnified Parties is non-contributing.
4. **Certificates.** Prior to commencing performance under the Agreement, and thereafter upon the renewal or issuance of each insurance policy for Supplier's insurance coverage, Supplier shall furnish one or more certificates, satisfactory to Visa, evidencing that the coverage required by this **Exhibit (Insurance Requirements)** is in full force and effect in compliance with the provisions of this **Exhibit (Insurance Requirements)**. Each such certificate shall state the names of the insurance carriers, relevant policy numbers, dates of expiration, and limits of coverage. Supplier shall endeavor to provide Visa with at least thirty days' prior written notice if any of the required

coverages are cancelled. Supplier shall cause such certificates to be sent to the Visa address for contract administration set forth on the cover page to the Agreement, or such other address as may be specified by Visa from time to time.

5. **Subcontractor Coverage.** If Supplier subcontracts any performance under the Agreement in accordance with the Agreement, Supplier shall cause each applicable Subcontractor to procure and maintain appropriate insurance coverage. Supplier is ultimately responsible for its Subcontractors and for ensuring that appropriate insurance is maintained by its Subcontractors.
6. **Waiver of Subrogation.** Supplier agrees to waive any right of subrogation against Visa or the Indemnified Parties for any death or injury to Supplier's Personnel arising out of or in connection with Supplier's performance of the Agreement. Further, Supplier shall ensure that the Workers' Compensation/Employers' Liability insurers providing the coverage required under this **Exhibit (Insurance Requirements)** agree to waive any right of subrogation against Visa or the Indemnified Parties for any claims arising out of or in connection with Supplier's performance of the Agreement.