

SUPPLIER INSURANCE REQUIREMENTS (Revised June 25th, 2024)

Wolters Kluwer Global Business Services, B.V., Wolters Kluwer United States Inc. or any of their Affiliates (WK) and the supplier (Supplier) identified in the Agreement (as defined below) or its Affiliate are parties to one or more services agreements (collectively the “**Agreement**”). Supplier will maintain the following insurance coverage with for the duration of the term of the Agreement and no less than two years thereafter:

I. Minimum Coverages. Supplier shall maintain the following coverages with respect to all Services, for the duration thereof and no less than two years thereafter:

- (1) Workers’ compensation insurance in full compliance with the applicable laws of each jurisdiction in which Services are performed;
- (2) Employer’s liability insurance with minimum limits of \$1,000,000 per employee by accident / \$1,000,000 per employee by disease / \$1,000,000 policy limit by disease (or, if higher, the policy limits required by applicable laws), which limits may be met by a combination of primary and excess policies.
- (3) Commercial general liability insurance (including coverage for blanket contractual liability, premises-operations, completed operations-products, and independent contractors) providing coverage for bodily injury, personal injury and property damage with combined single limits of not less than \$5,000,000 per occurrence. This coverage may be provided with a combination of primary and excess insurance policies. Supplier’s general liability policies shall provide cross-liability coverage for Supplier and WK and include severability of interests. WK will be covered as an additional insured on this policy. Supplier and its insurer(s) shall waive all subrogation rights against WK and its Affiliates.
- (4) Commercial business automobile liability insurance including coverage for all vehicles owned,

non-owned, leased, borrowed and hired by Supplier in the performance of the services under this agreement and providing coverage for bodily injury and property damage liability with combined single limits of not less than \$5,000,000 per occurrence which limits may be met by a combination of primary and excess policies, except as may otherwise be required by applicable laws.

(5) Professional liability (also known as errors and omissions liability) and cyber risk insurance covering acts, errors and omissions arising out of the Services in an amount not less than \$25,000,000 per claim made or per security or privacy event. Such insurance shall include coverage on a worldwide basis (to the extent permitted under applicable law) for claims arising from (A) unauthorized or exceeded access to systems or WK Data, including unauthorized access, unauthorized use, virus transmission, denial of service, invasion of or interference with privacy (including the cost of breach notification and credit monitoring, where applicable), and failure to protect or wrongful disclosure of confidential or sensitive information; (B) intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); and (C) wrongful acts, errors or omissions of any individual when acting under Supplier’s supervision, direction, or control. Throughout the term of this agreement, the professional liability insurance’s retroactive coverage date will be no later than the Effective Date.

(6) Crime insurance, arising out of or in connection with any fraudulent or dishonest acts including coverage for their or their customer’s loss of money, data, or other personal property caused by larceny, computer fraud, embezzlement, forgery, misappropriation, wrongful abstraction, “cyber crime”, or any dishonest or fraudulent acts committed on or after the date hereof by Supplier Personnel, acting alone or with others, in an amount not less than \$5,000,000 per financial loss. Supplier shall cause WK to be added as a loss payee.

(7) All-risk broad form property and business interruption insurance including coverage for WK’s assets under Supplier’s care, custody or control,

including contingent business interruption impacting WK.

(8) Business interruption coverage at all relevant Service-delivery locations, including coverage for loss mitigation, increased costs of working, alternative site relocation, to ensure continuation of WK's business operations, such that services/products agreed to hereunder are adequately protected against business interruption.

II. Insurance on a Claims-Made Basis. In the event that any of the above-described insurance policies are written on a claims-made basis, then such policy or policies shall be maintained (directly or via purchase of extended reporting period cover) during the entire period of the agreement and for a period of three years following the termination or expiration of the agreement. Supplier also warrants that any retroactive date under such policy shall precede the Effective Date.

III. Required Endorsements.

- (1) Supplier's insurance policies as required herein under auto and general liability above shall name or cover by blanket endorsement WK and its Affiliates and their respective officers, directors, affiliated companies, agents and employees as additional insureds.
- (2) Supplier's respective policies will include a "severability of interest clause" endorsement.
- (3) Supplier's U.S. based workers compensation policy shall include an alternate employer's liability endorsement (for USA performance, Form WC 00 03 01 a or equivalent) if and while employees are temporary, leased or outsourced to WK.
- (4) All insurance required hereunder shall be primary and noncontributory and any other valid insurance existing for WK's benefit shall be excess of such primary insurance.
- (5) Supplier will not terminate or permit cancellation or nonrenewal of any of the insurance policies mentioned herein, without replacing them with substantially equivalent policies or otherwise notifying WK thereof.

IV. Waiver of Subrogation. Where permissible by law, Supplier and its insurer(s) will waive all subrogation rights against WK. Supplier specifically waives its rights to recover against WK, its Affiliates and their respective officers, directors, and employees in subrogation or as subrogate for another party. With respect to coverage for workers compensation and general liability, the policies will provide that the insurer will waive all rights of subrogation against WK, its Affiliates and their personnel.

V. Other Requirements.

- (1) All insurance shall be procured with reputable insurance companies and in such form as is usual and customary to Supplier's business. Such insurance companies shall maintain Standard & Poor's A- or equivalent.
- (2) Except in the case of annual routine renewal cycles, WK must be given at least 30 days' prior written notice of cancellation, nonrenewal of or material alteration of the policies.
- (3) Supplier will require all subcontractors to maintain reasonable, customary and appropriate coverage for their Services.
- (4) Supplier shall provide WK with certificates of insurance or other commercially acceptable evidence proving compliance with this section (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this agreement is in effect. Any acceptance of proof of insurance by WK shall not limit or relieve Supplier of the duties and responsibilities assumed by it under this agreement.
- (5) In no event will Supplier's insurance coverage nor the lack of availability of insurance coverage limit or diminish Supplier's obligations or liability to WK under this Agreement.