

HARSCO CORPORATION
INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS

Prior to any work commencing or Contractor/Vendor/Supplier entering Harsco's operation or performing work for Harsco, and annually thereafter, a **certificate of insurance** evidencing the following insurance carried by the Contractor/Vendor/Supplier must be presented in an acceptable form to Harsco.

INSURANCE REQUIREMENTS

Workers' Compensation & Employers Liability:

Workers' Compensation insurance in compliance with applicable statutory requirements as well as Employers' Liability insurance in an amount not less than \$ 1,000,000 each accident.

Automobile Liability:

Automobile Liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles in an amount not less than \$1,000,000 Combined Single Limit. All Contractor personnel who drive personal or company vehicles onto Harsco grounds must show proof of Automobile Liability insurance.

Commercial General Liability (including Products/Completed Operations and Umbrella/Excess Liability):

Commercial General Liability (CGL) and Umbrella/Excess Liability Insurance in an amount not less than \$3,000,000 per occurrence and \$3,000,000 annual aggregate.

Contractors Pollution Liability Insurance: A policy covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the operation. Requested coverage limit of \$2,000,000 per Pollution Condition Limit of Liability

Errors & Omissions / Professional Liability:

When a contractor/vendor/supplier is providing a professional service Harsco Corporation requires such coverage with a limit of \$1,000,000 per occurrence and aggregate.

Fidelity Insurance:

When a contractor/vendor/supplier is providing services which could result in the loss of money and/or securities, Harsco Corp. requires the placement and evidence of \$5,000,000 per occurrence and aggregate of Fidelity Insurance with a client property amendment, as well as Harsco listed as a "Loss Payee".

Technology Errors and Omissions Insurance (where applicable):

When a contractor/vendor/supplier is providing **IT services** to Harsco Corporation at their own expense, during the term of the agreement they will procure and maintain **Technology Errors and Omissions insurance** with limits of \$5,000,000 per claim and aggregate.

Cyber Insurance (where applicable):

If a contractor/vendor/supplier has access to confidential information or personally identifiable information. Vendor shall carry Privacy and Network Security (also known as Cyber) insurance in the amount of not less than \$5,000,000 for each claim and in the aggregate. Such policy shall include coverage for all costs incurred to respond to the theft, loss, unauthorized disclosure, wrongful collection or access to information, and all damages resulting from such breach, including fines and penalties imposed.

***In addition to showing the limits of liability specified above for each coverage, the certificate of insurance must provide:**

- (a.) A waiver of subrogation where allowed by law in favor of Harsco;
- (b.) Coverage for Harsco as an additional insured where allowed by law. A copy of the CGL additional insured endorsement must be attached to the certificate of insurance. Harsco reserves the right to reject any such endorsement that provides less coverage to Harsco than would be afforded by the standard additional insured endorsements issued by the Insurance Services Office (ISO).
- (c.) A statement that Harsco will receive 30 days' notice if any coverages are cancelled.
- (d.) Coverage should be on a primary and non-contributory basis