



1900 W. Field Court, Lake Forest, IL 60045
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Pactiv Evergreen Supplier Insurance Requirements

1. Supplier will be required to maintain the following types and minimal levels of insurance during the terms of all agreements with Pactiv Evergreen and during any other period that the Supplier is supplying goods and /or services to Pactiv Evergreen:

The following standard insurance coverage is required in all events:

a. Commercial General Liability Insurance. Occurrence based coverage with a combined single limit of at least \$1,000,000 per occurrence and in the aggregate for premises and operations; products and completed operations; contractual liability coverage for indemnities of Supplier contained within agreements with Pactiv Evergreen or its parent, subsidiaries, and affiliates; broad form property damage (including completed operations); and personal injury.

b. Automobile Liability Insurance. Occurrence based coverage with a combined single limit of at least \$1,000,000 per occurrence and in the aggregate for owned, non-owned, and hired automobiles.

c. Workers' Compensation. Occurrence based coverage providing benefits in the minimal amount required by applicable law, including, if applicable to the supply of goods or services under this Agreement, Workers Compensation Acts of applicable U.S. States, the U.S. Longshoremen's and Harbor Workers Compensation Act and the U.S. Jones Act.

d. Employers' Liability Insurance. Occurrence based coverage with a limit of at least \$1,000,000 per occurrence or any greater limits set by applicable law.

e. Umbrella and/or Excess Insurance. Occurrence based coverage with a combined single limit of at least \$5,000,000 per occurrence and in the aggregate in excess of the risks insured under the Commercial General Liability Insurance and Automobile Liability Insurance.

f. Property Insurance on Supplier's Property. Coverage providing "all risk" property insurance at the replacement value of the machinery, equipment, fixtures, tools, materials and other property of Supplier. "All risk" coverage will include, by way of example and not limitation, loss or damage resulting from earthquakes, floods, wind, fire or other natural or weather-related phenomenon.

The following supplemental insurance coverage is required to the extent applicable based on the specific goods/services supplied herein:

g. Cyber Liability, Privacy and Data Protection Insurance. Occurrence or claims made coverage with a minimum limit of \$5,000,000 per occurrence and in the aggregate insuring against the Supplier's liability for a data breach, data loss/destruction, security incident, computer fraud funds transfer loss and cyber extortion.

h. Cargo Insurance on Pactiv Evergreen's Personal Property. Coverage providing cargo insurance at its replacement cost value as the cargo being transported on a particular shipment. If the carrier of Supplier maintains such Cargo Insurance, Supplier may maintain instead Contingent Cargo Insurance in the required amount. Requires loss payee endorsement. If the Supplier is providing equipment to be transferred under this Agreement, inland marine transit and/or ocean cargo and/or installation floater for the replacement cost value of such items for physical loss or damage during transit/loading/unloading, conducting services and/or installation at its replacement cost.



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- a.** Certificate of insurance confirming that the required insurance coverage and minimal limits are met for the extended, renewed or replacement policy term.
- b.** Supplier's Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella Liability Insurance shall provide additional insured status to "Pactiv Evergreen Group Holdings Inc., its parent, subsidiaries, and affiliates."
- c.** Supplier's Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella Liability Insurance shall provide waiver of subrogation endorsements in favor of "Pactiv Evergreen Group Holdings Inc., its parent, subsidiaries, and affiliates."

Pactiv Evergreen may require a Supplier to provide a certified copy of all required insurance policies upon written request.

4. The insurance as set forth herein has been stated in currency and insurance designations applicable to the United States of America. If a Supplier is providing goods or services to Pactiv Evergreen outside of the United States of America, then such Supplier will secure the closest equivalent amounts and types of insurance to the extent required in the applicable countries in question.