

**CONTRACT  
for  
EP/GS/DPW/2602-1260119  
FUEL CARD MANAGEMENT SERVICES**



**Atlanta, Georgia**

**Andre Dickens  
Mayor  
City of Atlanta**

**Cyril Turner  
Commissioner  
Department of Public Works**

**Chandra Houston  
Chief Procurement Officer  
Department of Procurement**

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**EP/GS/DPW/2602-1260119  
Fuel Card Management Services**

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| <b>Contract Name:</b><br>Fuel Card Management Services                                  | <b>Contract No.</b><br>EP/GS/DPW/2602-1260119                                     |
| <b>Service Provider Name:</b><br>PS Energy Group, Inc.                                  | <b>City of Atlanta Using Agency:</b><br>Department of Public Works                |
| <b>Address:</b><br>4480 North Shallowford Rd<br>Suite 100<br>Dunwoody, GA 30338         | <b>Address:</b><br>23 Claire Dr. SW<br>Atlanta, GA 30315                          |
| <b>Phone:</b><br>770-350-3000 x 114   | <b>Phone:</b><br>404-520-3071   |
| <b>Email:</b><br><a href="mailto:india.brady@psenergy.com">india.brady@psenergy.com</a> | <b>Email:</b><br><a href="mailto:TWOwens@atlantaga.gov">TWOwens@atlantaga.gov</a> |
| <b>Authorized Representative:</b><br>India Brady  | <b>Authorized Representative:</b><br>Taryn Owens                                  |

**THIS EMERGENCY PROCUREMENT AGREEMENT**, EP/GS/DPW/2602-1260119/Fuel Card Management Services (this "Agreement") between the City of Atlanta (the "City"), a Georgia Municipal Corporation, and PS Energy Group, Inc. ("Service Provider") is entered into and effective on this 14th day of April, 2026 (the "Effective Date"). City and Service Provider may be collectively referred to as the "Parties" or individually as a "Party."

**WHEREAS**, pursuant to City of Atlanta Code of Ordinances ("Code") §2-1192, the Chief Procurement Officer is authorized to enter into this Agreement for the purchase of Fuel Card Management Services on behalf of the City's Department of Public Work ("DPW"); and

**WHEREAS**, Service Provider has agreed to provide such services as outlined within this Agreement and more specifically within Exhibit A of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Interpretation.**

1.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Agreement documents, including in Exhibit B attached hereto.

1.2 If there is a conflict between any of the Agreement documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A – Scope of Services
3. Exhibit A.1 – Compensation
4. Exhibit B – Definitions
5. Exhibit C – Authorization
6. Exhibit D – City Security Policies
7. Exhibit E – Dispute Resolution Procedure
8. Exhibit F – Task Order Form (*not applicable*)
9. Exhibit G – Additional Agreement Documents
10. Appendix A – Office of Contract Compliance Requirements (*not applicable*)
11. Appendix B – Insurance and Bonding Requirements

1.3 If the application of the foregoing procedure fails to resolve the discrepancy, unless Service Provider sought and obtained the clarification of the discrepancy prior to entering into this Agreement, the discrepancy shall be resolved by construing the provision in favor of the City and in such a manner as will further the City's best interests.

2. **Term.** This Agreement is effective as of the Effective Date written above and is authorized to continue in effect, unless earlier terminated in accordance with a termination provision later set forth in this Agreement, on a month to month basis ("Term").

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<sup>1</sup> For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

3. **Authorization.** This Agreement is authorized by the Chief Procurement Officer via an emergency procurement designation in accordance with Code §2-1192 which is attached hereto as Exhibit C.
4. **Services.**
  - 4.1 **Description of Services.** Service Provider shall provide the services described generally on Exhibit A attached hereto, and if applicable, as may be further described on any and all task orders issued pursuant to the section entitled "Task Orders" below (individually, a "Task Order" and, collectively, the "Task Orders") (the "Services"). If any Services to be performed are not specifically included but are reasonably necessary to accomplish the purpose of the Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described.
  - 4.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of the Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in a proper, qualified, professional, and high-quality working and performing order.
  - 4.3 **Quantity of Services.** City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.
5. **Funding.** In accordance with Exhibit C herein, the City has authorized a total expenditure of up to Two Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$258,000.00) under this Agreement (the "Maximum Payment Amount").
6. **Task Orders.**
  - 6.1 If applicable, Task Orders under this Agreement may be issued by City without further legislative approval pursuant to Code §2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer. City, at its sole discretion, may unilaterally issue Task Orders for Services for which Charges are established in this Agreement. Service Provider shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of this Agreement.
  - 6.2 Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. Each Task Order shall be in the form of the Task Order Form attached hereto as Exhibit F, unless the Parties mutually agreed upon a different form.

7. **Change Documents.**

- 7.1 This section will govern changes to this Agreement whether or not such changes involve an increase in the Maximum Payment Amount. In accordance with Code §2-1292, changes in the Services or other aspect of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>2</sup> All changes shall be implemented pursuant to this section and any Applicable Law.
- 7.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:
- (a) Change Documents involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code §2-1292;
  - (b) Change Documents involving no increase to the Maximum Payment Amount, changes in the value of the Charges, or changes in the terms or amounts of compensation executed between City and Service Provider pursuant to Code §2-1292(d); and
  - (c) Unilateral Change Documents issued by City pursuant to Code §2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges, or changes in the terms or amounts of compensation.
- 7.3 Change Documents that do not involve an increase in the Maximum Payment Amount may be executed pursuant to Code §2-1292(d) either bilaterally or unilaterally by City.
- 7.4 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“City Change Request”). Within ten (10) Business Days of issuance of City’s Change Request, Service Provider shall evaluate it and submit a written response to the City’s Change Request (“Service Provider Proposed Change Document”). If Service Provider does not respond to the City Change Request within ten (10) Business Days of receipt, it shall be deemed that Service Provider agrees with the proposed change. A City Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.
- 7.5 Service Provider may, without receiving a City Change Request, on its own submit a Service Provider Proposed Change Document to the City’s Authorized Representative describing its own proposed change to the Agreement.
- 7.6 Each Service Provider Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Service Provider Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) Business Days. City shall review and may provide Service Provider with comments regarding a Service Provider Proposed Change Document, and Service

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g., Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

Provider shall respond to such comments, if any. A Service Provider Proposed Change Document will become effective only when executed by an authorized representative of City.

- 7.7 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount and Service Provider shall, in good faith, evaluate such proposed City Change Request. If City and Service Provider are able to reach agreement on such City Change Request, each will execute a Change Document concerning such City Change Request pursuant to Code §2-1292(d). Nothing in this Agreement shall, in the event of a disagreement between City and Service Provider concerning a proposed City Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code §2-1292(d), and City and Service Provider agree to resolve any dispute pursuant to the Dispute Resolution Procedures set forth in Exhibit E. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

**8. Service Provider's Obligations.**

- 8.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.
- 8.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority, and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.
- 8.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history, and performance of Service Provider Personnel.
- 8.4 Subcontracting. Except to the extent specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. In the event Service Provider is approved to subcontract any of the Services, Service Provider shall: (i) remain responsible for the performance of Services by its subcontractor(s); (ii) remain City's sole point of contact for the Services; and (iii) be solely responsible for the payment of any subcontractor
- 8.5 Removal or Substitution of Service Provider Personnel. Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor without prior written approval from City, except in the case of: (i) retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability, or death of such Service Provider Personnel during the Term of this Agreement; or (ii) such Service Provider Personnel has engaged in willful misconduct or has committed a material breach of this Agreement, in which case removal shall be effectuated by Service Provider immediately

after Service Provider becomes aware of such misconduct or breach. Notwithstanding anything herein to the contrary, within seven (7) Business Days after Service Provider's receipt of a notice from City that the continued assignment of any Service Provider Personnel under this Agreement is not in the best interests of City, Service Provider shall immediately remove such Service Provider Personnel.

8.6 Replacement of Service Provider Personnel. Following any removal of Service Provider Personnel, Service Provider will within fifteen (15) Business Days identify in writing to City, a suitable replacement for immediate assignment under this Agreement. Service Provider shall assume all costs associated with the replacement of any Service Provider Personnel.

8.7 Service Provider Key Personnel and Key Subcontractor.

8.7.1 The following Persons are identified by Service Provider as Service Provider Key Personnel under this Agreement:

(a) India Brady.

8.7.2 The following Persons are identified by Service Provider as Key Subcontractor under this Agreement:

(a) N/A.

8.8 Conflicts of Interest. In accordance with Code §2-813, Service Provider shall immediately notify City, in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of the Services or in the fulfillment of the requirements of this Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

8.9 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

9. City's Authorized Representative.

9.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

9.2 City's Right to Review and Reject. Any Work Product, Service, or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical, or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval

of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

**10. Payment Procedures.**

- 10.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth on Exhibit A.1 of this Agreement, or, as set forth in an applicable Task Order appropriately issued under this Agreement.
  - 10.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with this Agreement. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not specified in this Agreement, Service Provider shall invoice City monthly for Services rendered.
  - 10.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Service Provider’s performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) Business Days of receipt of such refund.
  - 10.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Maximum Payment Amount for all Services rendered pursuant to this Agreement.
  - 10.5 Payment. Unless otherwise specified in the Agreement, City shall endeavor to pay all undisputed Charges within thirty (30) Business Days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the foregoing, unless otherwise provided, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) Business Days of the date of receipt by City.
  - 10.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) Business Days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) Business Days of the date City notifies Service Provider of the disputed amount.
  - 10.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
  - 10.8 Payment of Other Persons. In accordance with Code §2-1211, prior to the issuance of final payment from City, Service Provider shall certify to City, in writing in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.
11. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term and, if applicable, any subsequent Task Order performance period, Service Provider warrants to City that:

- 11.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
- 11.2 Validity of Agreement. This Agreement has been duly and validly executed and delivered by Service Provider and constitutes the valid and binding obligation of Service Provider, enforceable in accordance with its terms.
- 11.3 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.
- 11.4 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance, and support of all Services shall conform in all material respects to the description of such Services in this Agreement.
- 11.5 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.
- 11.6 Originality and Title to Concepts, Materials, and Goods. If applicable and in accordance with Code §§2-1294 and 2-1295, Service Provider represents and warrants that all processes, procedures, Work Product, materials and methodologies used by Service Provider or any Service Provider Personnel, or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, (i) are wholly original with the Service Provider or Service Provider Personnel or Service Provider has secured all applicable interests, rights, licenses, permits or other Intellectual Property Rights; (ii) shall not violate the rights of publicity or privacy of, or constitute a libel or slander against, any Third Party; and (iii) shall not infringe or misappropriate the Intellectual Property Rights of a Third Party. Service Provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.
- 11.7 Contingent Fees Prohibited. In accordance with Code §2-1485, it has not employed or retained any company or Person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement; and that Service Provider has not paid or agreed to pay any Person other than a bona fide employee working for Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

**12. Compliance with Laws.**

- 12.1 General. Service Provider will perform the Services in compliance with all Applicable Laws.
- 12.2 City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.
- 12.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

**13. Data Security.**

- 13.1 Service Provider Data Security Obligations. To the extent that Service Provider accesses or processes any data received from or on behalf of City under this Agreement ("City data"), Service Provider shall at all times:
- (a) act only on the instructions of City;
  - (b) not transfer City data to another party without City's prior written consent;
  - (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, access, loss, destruction, disclosure, and damage of such City data;
  - (d) immediately notify City upon any breach, potential breach, or unauthorized access to City data;
  - (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and upon City's request, facilitate City's interaction with governmental agencies.
- 13.2 Data Ownership. To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, all City data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to City by the Service Provider upon request or upon completion, expiration, termination, or cancellation of this Agreement. The foregoing sentence does not apply if the City's Chief Information Security Officer or delegate authorizes in writing the Service Provider to sanitize and/or destroy the data and the Service Provider certifies, in writing, that the sanitization and/or destruction of the data has occurred. Within ninety (90) calendar days following any remittance of City data to City, Service Provider shall, unless otherwise instructed by City in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization, or destruction of data will be at the Service Provider's sole cost and expense.
- 13.3 Information Security Program. To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, Service Provider shall establish a written information security program ("ISP") containing appropriate administrative, technical, and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with Applicable Laws.

#### 13.4 Data Security Incident.

- 13.4.1 Notification. If Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City data (an "Incident"), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall immediately notify City of an Incident, but in no event later than forty-eight (48) hours.
- 13.4.2 Other Service Provider Obligations. In the event that an Incident causes release of Personal Information of individuals, Service Provider shall, to the extent legally required or otherwise necessary, notify the individuals of potential harm, and bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishing a call center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) if applicable based on the nature of the of the Incident, one (1) year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.
- 13.4.3 City Data Policies. Service Provider shall comply with Code §2-234.1, any City Security Policies included in Exhibit D, and any additional City Security Policies that the City may provide during the Term of this Agreement. Service Provider shall ensure that all Service Provider Personnel comply with the same.
- 13.5 Data Residency and Location. Service Provider shall ensure that all City data (including Personal Information) processed, stored, or transmitted in connection with this Agreement shall remain within the territorial boundaries of the United States of America unless required by Applicable Law or with prior written consent from the City. In such event, any transfer of data outside of the United States must comply with relevant data protection regulations and require appropriate safeguards to ensure data security and privacy.
- 13.6 Access to City Network. To the extent Service Provider accesses any City technology assets, the Service Provider shall comply with the following:
- 13.6.1 Access Request. Service Provider shall not permit any Service Provider Personnel to connect to the City's network without the City's prior written approval. Service Provider must submit to the City a formal request for access, which may be granted or denied at the City's sole discretion. To ensure compatibility, security, and compliance with the City's IT requirements, before any access to City technology assets is granted, the Service Provider shall provide details on technical specifications and interface requirements as indicated hereinbelow.
- 13.6.2 Technical Specifications Description. Service Provider shall provide a comprehensive description of the technical specifications/data architecture to be utilized in connection with the services/products delivered under this Agreement. This description shall include:

- (a) The overall design and structure of the data system;
- (b) Details on data storage, processing, and retrieval methods;
- (c) Data models, including the organization of databases, tables, and entities;
- (d) The flow of data between systems, including how data is ingested, processed, stored, and accessed;
- (e) Security measures at all levels of the architecture, including encryption, access control, and data integrity protections;
- (f) Any cloud or on-premise infrastructure utilized, including relevant configurations; and
- (g) Such other information as the City may reasonably request.

13.6.3 **Required Interfaces and Integration Details.** Service Provider shall provide a detailed description of all interfaces required for the integration of the data system, including technical details such as Application Programming Interfaces (APIs), Data Exchange Formats, Data Transfer Mechanisms, Data Synchronization Methods, Error Handling Protocols, and Network and Connectivity Specifications, and Information on the network architecture required for seamless data exchange, including bandwidth requirements and connectivity protocols.

13.6.4 **Technical Documentation and Updates.** Service Provider shall provide and maintain up-to-date technical documentation detailing the architecture, data flow, and integration interfaces. This documentation shall be delivered to the City upon request and updated as necessary during the term of the Agreement to reflect changes, upgrades, or modifications to the system.

13.6.5 **Compliance and Data Governance.** Service Provider's data architecture, interfaces, data transfer, and data storage shall comply with all Applicable Law and standards related to data security, privacy, and governance, and shall adhere to best practices for data protection.

14. **Business Continuity; Disaster Recovery.** Throughout the Term of this Agreement, Service Provider shall maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

15. **Confidential Information.**

15.1 **Handling of Confidential Information.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

15.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty-six (36) hours prior notice either by facsimile or via both electronic mail and certified mail to the City's Authorized Representative of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

16. **Work Product.**

- 16.1 If applicable, and except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its Service Provider Personnel exclusively for City under this Agreement, and all Intellectual Property Rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of City. Any of Service Provider's works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider grants the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product exclusively developed for City under this Agreement.
- 16.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 16.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 16.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider may not originally vest in City by operation of Applicable Law, Service Provider shall immediately upon request, unconditionally and irrevocably assign, transfer, and convey to City all rights, title and interest in the Work Product.

16.5 Without any additional cost to City, Service Provider shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register, and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

**17. Audit and Inspection Rights.**

17.1 Service Provider shall maintain complete and accurate books, records, and accounts to support and document performance under this Agreement ("Service Provider Records") by Service Provider, or Service Provider Personnel. Service Provider shall keep, at no additional cost to City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by Applicable Law, if longer. In accordance with Code §§2-1208 and 2-1209, the Service Provider Records may be inspected, audited, and copied by City or City's Authorized Representative during normal business hours and at such reasonable times as City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel reveal that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

17.2 Upon City's request, Service Provider shall provide a copy of its latest operations audit for Facilities not managed by City that are used to provide services under this Agreement. Each report shall cover a twelve (12) month period during the Term. Such audits may be on a rotating site basis where operations and procedures of Service Provider and Service Provider Personnel comply in all aspects of this Agreement. Service Provider shall provide City with a copy of each report prepared in connection with each such audit within thirty (30) Business Days after it prepares or receives such report. City may consult with all Third Party auditors and review Third Party audit reports for any reviews which were conducted and are relevant to the Services.

17.3 During regular business hours, but no more frequently than once every twelve (12) months, City may, at its sole expense, perform an audit of Service Provider's operations which shall not be duplicative of any other audits required by this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be no more than thirty (30) Business Days after City's written request of time, location, and duration), subject to reasonable postponement by Service Provider or Service Provider Personnel upon Service Provider or Service Provider Personnel's request, provided however, that no such postponement shall exceed thirty (30) Business Days, unless agreed to in writing by the Parties. Service Provider or Service Provider Personnel shall provide City with a copy of each report prepared in connection with any such audit no more than thirty (30) Business Days after Service Provider or Service Provider Personnel receives such report. Service Provider or Service Provider Personnel shall promptly act at its expense to correct those matters or items identified in any such audit that require correction.

17.4 Upon written notice and at a mutually acceptable time, City or City Representatives may audit, test and inspect: (i) Service Provider's ISP; (ii) Service Provider's Facilities; (iii) Service Provider's Business Continuity and Disaster Recovery Plans; and, (iv) Service Provider

Personnel locations, as well as other Service Provider resources, including systems equipment, operational environments, support locations, recovery processes, data centers, backup locations and call centers used to provide services under this Agreement. This information security audit is in addition to other audit rights granted herein. Service Provider or Service Provider Personnel shall promptly take action at its expense to correct all issues identified by an information security audit that City, in its reasonable discretion, identifies as requiring correction. Service Provider shall ensure that all Service Provider Personnel maintain adequate policies, procedures and controls designed to ensure that such Service Provider Personnel will protect City Confidential Information in the same manner that Service Provider is required to protect City Confidential Information under this Agreement. Upon the request of City, Service Provider shall deliver to City such information as may be reasonably requested by City related to Service Provider's oversight of any Service Provider Personnel, including any findings by Service Provider that any Service Provider Personnel is not in compliance with the information security requirements set forth in this Agreement.

- 17.5 If performed, Service Provider shall provide annually at its expense its most recent American Institute of Certified Public Accountants ("AICPA") System and Organization Control ("SOC") reports (or any successor reports thereto) pertaining to the service obligations of Service Provider under this Agreement and covering the most recent consecutive twelve (12) month period during the Term. Service Provider shall provide City a copy of each report within thirty (30) calendar days after Service Provider receives such report. Additionally, Service Provider shall provide City with a copy of Service Provider's ISO reports or other similar reports, if any. Service Provider shall inform City of any internal auditing capability it possesses and permit City to consult with such auditors at reasonable times.

**18. Indemnification by Service Provider.**

- 18.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, "City Indemnitees"), harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest, and penalties) arising from claims or actions based upon:
- (a) Service Provider's or Service Provider Personnel's performance, non-performance, or breach of this Agreement;
  - (b) compensation or benefits of any kind, by or on behalf of Service Provider or Service Provider Personnel, claiming an employment or other relationship with Service Provider or such Service Provider Personnel (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider or Service Provider Personnel);
  - (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

18.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider or any Service Provider Personnel, or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (a) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (b) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (c) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (d) create a feasible workaround that would not have any adverse impact on City.

18.3 Indemnification by City. In accordance with O.C.G.A. § 50-5-64.1(a)(1), the City is prohibited from defending, indemnifying, or holding harmless any other person. Any provision within this Agreement or Additional Terms (as defined hereinbelow) purporting to require the City to defend, indemnify or hold harmless any other person shall be void as a matter of law.

19. Limitation of Liability.

19.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR SERVICE PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY SERVICE PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF

FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 19.2 **Exceptions to Limitations.** The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death, or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the section entitled "Confidential Information;" or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.
20. **Insurance and Bonding Requirements.** Service Provider shall comply with all insurance and bonding requirements set forth on Appendix B.
21. **Suspension of Services.** In accordance with Code§2-1291(2), City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or Facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.
22. **Termination.**
- 22.1 **Termination by City for Cause.**
- 22.1.1 In accordance with Code §2-1291(7), City may at its option, by giving written notice to Service Provider, terminate this Agreement or any applicable Task Order:
- (a) for a material breach of this Agreement by Service Provider that is not cured by Service Provider within seven (7) Business Days of the date on which City provides written notice of such breach;
  - (b) immediately for a material breach of this Agreement by Service Provider that is not reasonably curable within seven (7) Business Days;
  - (c) immediately upon written notice for numerous breaches of this Agreement by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
  - (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinance.
- 22.1.2 If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the section entitled "Termination by City for Convenience."
- 22.1.3 **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause", Service Provider will be liable for all costs in excess

of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion.

- 22.2 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) Business Days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.
- 22.3 Termination by City for Convenience. In accordance with Code §2-1291(8) and at any time during the Term of this Agreement, City may terminate this Agreement, or any applicable Task Order, for convenience upon fourteen (14) Business Days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) Business Days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.
- 22.4 Termination for Lack of Appropriations. The City's financial obligations for the Agreement are contingent upon sufficient funding for the Agreement being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City. Pursuant to O.C.G.A § 36-60-13(a)(1), this Agreement shall terminate absolutely and without further obligation on the part of the City upon funding not being appropriated for the Agreement.
- 22.5 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, data and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

**23. Dispute Resolution.**

- 23.1 Parties' Obligations During Dispute Resolution. All disputes under this Agreement or concerning Services shall be resolved under this section and in Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.
- 23.2 Governing Law. In accordance with O.C.G.A. § 50-5-64.1(a)(2)(C), this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 23.3 Jurisdiction and Venue. In accordance with O.C.G.A. § 50-5-64.1(a)(2)(B), the Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 23.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the section titled "Confidential Information," which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

**24. Ethics in Contracting.**

- 24.1 Prohibition against Contracting with Predatory or High Cost Lenders. In accordance with Code §2-1213, by execution of this Agreement, Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is Service Provider an Affiliate of a predatory lender or a high cost lender, as defined by Code §§58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.
- 24.2 Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify City immediately of any information provided to City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to City and take corrective action. Service Provider further agrees to notify City immediately of any actions or information that it believes would constitute fraud or misrepresentation to City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by City regarding the Integrity Line at the location to which Service Provider employees report to perform the Services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of Service Provider or any Service Provider Personnel may result in suspension or debarment of

Service Provider; and City may pursue any other actions or remedies that City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

**24.3 Labor Trafficking Prohibitions.**

24.3.1 Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in human trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, and (e) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

24.3.2 Service Provider agrees that Service Provider, its subcontractors, vendors, and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

24.3.3 Any violation of the provisions contained herein, in whole or in part, may result in: (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, Code §2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

24.4 **Illegal Immigration Reform and Enforcement Act.** For the entire Term of this Agreement, Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (O.C.G.A. §13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Service Provider's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Service Provider's subcontractors and sub-subcontractors that perform all or part of the Services in this Agreement. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

- 24.5 Gratuities and Kickbacks. In accordance with the Code, §2-1484, as may be amended, it shall be unethical for any Person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another Person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal there for. Additionally, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any Person associated therewith as an inducement for the award of a subcontract or order.
- 24.6 Lobbyist Requirements. Pursuant to the Georgia Government Transparency and Campaign Finance Act (O.C.G.A. §21-5-1 et. seq.), Service Provider shall not engage in lobbying unless it has registered with the Georgia Government Transparency & Campaign Finance Commission. Service Provider shall comply with all applicable provisions of the Georgia Government Transparency and Campaign Finance Act, including without limitation filing supplemental registrations, renewing its registration annually and filing all required disclosure reports.
- 24.7 City Equal Employment Opportunity (“EEO”) Provision. Service Provider shall comply with Code §§2-1200 and 2-1414 as follows during the performance of the Agreement:
- 24.7.1 Service Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words “shall not discriminate” shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Service Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- 24.7.2 Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 24.7.3 Service Provider shall send to each labor union or representative of workers with which Service Provider may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Service Provider's commitments under the equal employment opportunity program of the City and under the Code and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Service Provider shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- 24.7.4 Service Provider shall furnish all information and reports required by the City's Contract Compliance Officer pursuant to Code §§2-1200 and 2-1414, and shall permit access to the books, records, and accounts of Service Provider, during normal business hours, by the Contract Compliance Officer for the purpose of determining compliance with the program.
- 24.7.5 Service Provider shall take such action with respect to any Service Provider Personnel as the City may direct as a means of enforcing the provisions of the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Service Provider becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the equal employment opportunity program of the City; and, in the case of contracts receiving federal assistance, Service Provider or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 24.7.6 Service Provider and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by The Contract Compliance Officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Service Provider and its subcontractors.
- 24.7.7 Service Provider shall include the requirements set forth in sections 24.7.1 through 24.7.2 of this Agreement in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 24.7.8 A finding, as hereinafter provided, that a refusal by Service Provider or its subcontractors to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- (a) Withholding from Service Provider in violation all future payments under this Agreement until it is determined that Service Provider and/or its subcontractors are in compliance with the provisions of this Agreement;
  - (b) Refusal of all future bids for any contract with the City or any of its departments or divisions until such time as Service Provider and/or its subcontractors demonstrate that there has been established and there shall be carried out all of the provisions of the program as provided in Code §§2-1200 and 2-1414;
  - (c) Cancellation of this Agreement; or
  - (d) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the Code, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Service Provider, its subcontractors, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. **Federal Required Clauses.** To the extent this Agreement utilizes any Federal funding, the following provisions shall apply:

25.1 Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Service Provider must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Service Provider further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

25.2 Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq).

25.2.1 Overtime requirements. If any part of the Services may require or involve the employment of laborers or mechanics, Service Provider shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

25.2.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the Service Provider shall be liable for the unpaid wages. In addition, Service Provider shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of requirements this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

25.2.3 Withholding for unpaid wages and liquidated damages. The City may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any payments due to Service Provider such sums as the City determines necessary to satisfy any liabilities of Service Provider for unpaid wages and liquidated damages as provided in this section.

25.2.4 Subcontracts. Service Provider shall insert in any subcontracts the clauses set forth in the subsections immediately above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. However, Service Provider shall remain responsible for compliance by any subcontractor or lower tier subcontractor with the requirements of this section.

25.3 Clean Air Act and Federal Water Pollution Control Act.

25.3.1 The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.3.2 The Service Provider agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the

Federal funding agency and the appropriate Environmental Protection Agency (“EPA”) Regional Office.

25.3.3 The Service Provider agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) financed in whole or in part with Federal assistance.

25.4 Procurement of Recovered Materials.

25.4.1 In the performance of the Agreement, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (a) competitively within a timeframe providing for compliance with the Agreement performance schedule;
- (b) in accordance with the Agreement performance requirements; or
- (c) at a reasonable price.

25.4.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

25.5 Service Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

25.6 Access to Records. The following access to records requirements applies to the Agreement:

25.6.1 The Service Provider agrees to provide City, the Federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

25.6.2 The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

25.6.3 The Service Provider agrees to provide the Federal funding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

25.7 Department of Homeland Security (“DHS”) Seal, Logo, and Flags. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific the Federal agency’s preapproval.

25.8 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

25.9 Program Fraud and False or Fraudulent Statements or Related Acts. The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this Agreement.

26. **General.**

- 26.1 **Notices.** Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this section; (c) when delivered by electronic mail and by certified mail to the City's Authorized Representative and the City's Department of Procurement or (d) three (3) Business Days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this section.
- 26.2 **Unauthorized Goods or Services.** In accordance with Code §2-1291, Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract or agreement that has not received proper legislative authorization or if the Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.
- 26.3 **Traffic Control.** If applicable and in accordance with Code §§2-1215 and 2-1216, where necessary to comply with or otherwise meet the requirements of the purchase descriptions, including the scope of work or services, Service Provider shall hire off-duty POST certified law enforcement officers employed by an agency having original jurisdiction over actions occurring at the location of the contract performance.
- 26.4 **Unilateral 90-Day Extension of Term.** In accordance with Code §2-1206, the City may unilaterally extend the Term of this Agreement once for ninety (90) calendar days. Service Provider acknowledges that its initial execution of this Agreement is deemed its agreement to continue to provide Services during this extension period in accordance with the terms and conditions of this Agreement.
- 26.5 **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

- 26.6 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 26.7 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 26.8 Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive Business Days, City may, at its option during such continuation, terminate this; Agreement, in whole or in part, without penalty or further obligation or liability of City.
- 26.9 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 26.10 Non-Exclusivity. This Agreement is not exclusive. During the Term of this Agreement, City reserves the right to select other Service Providers, Service Providers and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.
- 26.11 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 26.12 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 26.13 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 26.14 Independent Service Provider. Service Provider is an independent service provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 26.15 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 26.16 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

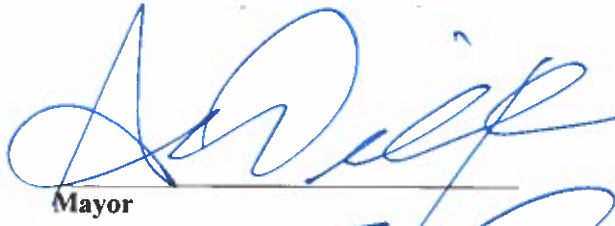
- 26.17 Entire Agreement. This Agreement contain the entire agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate this Agreement, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 26.18 Specified Excuses for Delay or Nonperformance. Service Provider shall not be entitled to payment or compensation of any kind from City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Service Provider expressly waives and releases any Claim for Delay Damages and agrees that Service Provider's sole and exclusive remedy for any delay shall be an extension of time to perform the services agreed to in this Agreement.
- 26.19 Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.20 Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, this Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

*[Signatures on the following page.]*

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**CITY OF ATLANTA**

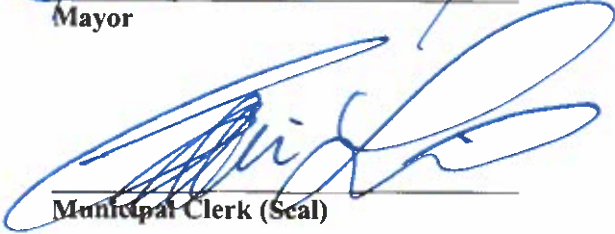
**PS ENERGY GROUP, INC.**



**Mayor**

Signed by: Livia Whisenhunt  
52A0449B0F2F412...

Name: Livia Whisenhunt



**Municipal Clerk (Seal)**

Title: Ms. CEO

**Approved:**

Signed by: Cyril Turner  
6326F183CEDC431  
**Cyril Turner, Commissioner**

Signed by: CHANDRA HOUSTON  
B97C1A307EF9491  
**Chief Procurement Officer**

**Approved as to form:**

DocuSigned by: christopher Sleeper  
13F0864203E0479  
**Assistant City Attorney**

# **EXHIBIT A**

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## **GENERAL SCOPE OF SERVICES**

Service Provider (or "Vendor" herein) shall provide fuel card services for the Atlanta Police Department. The fuel card program is a critical operational resource for the Atlanta Police Department (APD), supporting more than 180 active cards used across essential public safety functions. These cards enable the Mayor's Office Executive Protection, undercover investigative units, Executive Command Staff, precinct operations, contingency patrol support, and personnel traveling for required training to maintain uninterrupted mobility. Reliable fuel access is fundamental to sustaining APD's response readiness, investigative activity, and citywide patrol coverage.

## **FUEL CARD**

Service Provider must supply a detailed contact information list identifying participating fueling sites within the Atlanta Metropolitan area.

Retail fueling sites must be conveniently located throughout the Atlanta Metropolitan area.

Authorized users/vehicles must have access to participating retail fueling sites while working and traveling on City business.

Vendor will provide all labor, materials, hardware, software, maintenance, supplies and all necessary items needed to provide the City of Atlanta gasoline at participating retail fueling sites.

Vendor must identify employees/users' name, pin numbers and vehicle numbers as part of the contract agreement.

Fuel cards must possess a magnetic strip allowing for electronic capture of data at the fueling site through a point of sales terminal:

- Account number
- Card Identification
- Date and time of purchase
- Vehicle number
- Employee's Name
- Employee's ID Number
- Odometer Reading
- Grade/Fuel Type
- Total gallons purchase
- Price per gallon
- Total amount purchase
- Fueling Location: Name and address/Store number
- Manual Transaction

Vendor must provide an assigned authorized representative in case of emergency fueling and authorized travel purposes only.

### **CARD FUNCTIONALITY**

Cards must be assigned to an individual vehicle number provided by the City of Atlanta.

Pin numbers are unique to authorized users/employees provided by the City of Atlanta.

Each card must have the following embossed:

- Account Number
- City of Atlanta Name
- Department Name
- Vehicle Number
- Expiration date

### **CARD CONTROL/RESTRICTIONS**

Authorized employees must swipe card, enter their Pin number and odometer reading at Point of Sale.

Authorized user must receive a printed receipt from point of sale. Transactions must list the vehicle number, employee's name, ID number, date, total gallons, cost per gallon, total cost, type of fuel and fueling location.

Restrictions are to comply with the City of Atlanta's gasoline and vehicle policies, regulations and Procurement Code.

Cards are allowed only three (3) transactions within 24 hours.

Sales after a card attain transaction limit will be declined.

Authorized representatives have the authority to restrict, prohibit and/or deactivate cards or drivers for usage privileges immediately from Vendor's website.

The department's authorized representatives have the ability to download required transactions from the Vendor web site to obtain rebate reports.

The Vendor must provide a website address and a toll -free number for authorized representatives to cancel cards, report lost or stolen cards and provide authorized support 24 hours a day/ 7 days a week.

### **BILLING/METHOD OF PAYMENT**

Each User Agency will have its own respective account.

The Vendor must provide departments a monthly billing report for all purchases in both a printed paper copy and an electronic file format copy.

The electronic file format copy must be a Microsoft Excel electronic file format or a format capable of being easily converted to an Excel format.

The Vendor is responsible for providing monthly comprehensive fuel management reports.

Monthly billing for all purchases must be provided to each department no later than five (5) working days after the end of each billing period.

Monthly billing statements will identify:

- Statement date
- Name and address of using department
- Vehicle equipment numbers
- Date and time of transaction
- Odometer readings
- User Names
- Fuel type
- Price per gallon
- Purchase description
- Total Purchases
- Total amount charger per vehicle for a billing period
- Merchants' name and locations/address/store numbers

### **SECURITY**

The Fuel Cards must contain 'Security' features for reporting usages and tracking activities accordingly.

### **ONLINE ACCESS**

Free online 24 hours access with management tools for accounts; to include but not limited to current and previous invoices and daily transactions.

# **EXHIBIT A.1**

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## **COMPENSATION**

**QUOTE**

Quote # **RB021226ATL**  
 Quote Date **02/12/26**



**PS ENERGY GROUP**

**Ship to:**  
 City of Atlanta  
 55 Trinity Ave SW,  
 Atlanta, GA 30315

**Bill to:**  
 City of Atlanta  
 55 Trinity Ave SW,  
 Atlanta, GA 30315

| Customer        | Customer Location                       |
|-----------------|---|
| City of Atlanta | 55 Trinity Ave SW,<br>Atlanta, GA 30303 |

| Item | Item Description      | Qty | Unit Price (\$) | Tax (\$)               | Sub Total (\$)       |
|------|-----------------------|-----|-----------------|------------------------|----------------------|
| 01   | Fuel for COA Vehicles | 1   | \$258,000.00    |                        | \$258,000.00         |
|      |                       |     |                 | <b>Estimated total</b> | <b>\$ 258,000.00</b> |
|      |                       |     |                 | <b>Tax</b>             | <b>TBD</b>           |

**Quote Accepted By:**

**Item 01: Frederick Riley, City of Atlanta**

\_\_\_\_\_

**Item 02: Tasjohn Harley, City of Atlanta**

\_\_\_\_\_

# **EXHIBIT B**

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## **DEFINITIONS**

## DEFINITIONS

When capitalized, following terms shall be defined as follows:

**“Agreement”** includes this contract and the exhibits, appendices, Task Orders, if applicable, and all other documents attached to or referenced herein as well as any authorized changes or addenda hereto.

**“American Institute of Certified Public Accountants or “AICPA”** means the national professional organization of certified public accountants in the United States.

**“Applicable Law(s)”** means all federal, state or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider; (c) this Agreement; or (d) the performance of the Services under this Agreement.

**“Business Continuity and Disaster Recovery Plan”** means a predefined approach, procedure and process for continuing business operations during an emergency and restoring business operations to full functionality following a system failure or compromise while minimizing the impact to the business.

**“Business Day(s)”** means the days of the week excluding Saturdays, Sundays, and holidays observed by the City of Atlanta, unless otherwise specified.

**“Charges”** means the amounts payable by City to Service Provider under this Agreement as set forth on Exhibit A.1 and/or as set forth in any applicable Task Order.

**“City Security Policies”** means the policies set forth in Exhibit D and any policies the City may provide to Service Provider during the Term of the Agreement.

**“Confidential Information”** means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of

or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“**Code**” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“**Facility**” or “**Facilities**” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“**Force Majeure Events(s)**” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes, and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“**Illegal Immigration Reform and Enforcement Act**” means the legislation passed by the federal government that authorized greater resources for border enforcement and imposed identity and employment authorization obligations on employers.

“**Intellectual Property Rights**” shall mean, on a worldwide basis, any and all now known or hereafter rights associated with works of authorship or creation, including: (a) rights of copyright, moral rights and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and other patent rights; (e) other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise; and (g) all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including any continuations, continuations-in-part, divisional, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing.

“**International Organization for Standardization**” or “**ISO**” means an independent, non-governmental, international organization that develops standards to ensure the quality, safety, and efficiency of products, services, and systems.

“**Key Subcontractor**” means any individual or entity that Service Provider engages to perform any of the essential or material elements of the Services or plays a critical role in Service Provider’s performance of the Services.

“**Party**” or “**Parties**” means City and/or Service Provider.

“**Person**” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“**Personal Information**” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

“**Service Provider Personnel**” means Service Provider’s employees, agents, representatives and/or subcontractors performing Service under this Agreement.

“**SOC**” means a report created from an independent third-party examination of a service organization that demonstrates how the service organization achieves key compliance controls and objectives.

“**Task Order Commencement Date**” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“**Third Party**” means a Person other than the Parties.

“**Work Product**” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, exclusively for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

# EXHIBIT C

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## AUTHORIZATION



# CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

Andre Dickens  
Mayor

Chandra Houston  
Chief Procurement Officer

## MEMORANDUM

TO: Cyril Turner, Commissioner, Department of Public Works

FROM: Chandra Houston, Chief Procurement Officer

DocuSigned by:

*Tapika Howard*

8E4520CAGE22489

CC: Tapika Howard, Deputy Chief Procurement Officer

CA

RE: Notice of Emergency Authorization for – **EP/GS/DPW/2602-1260119/Emergency for Fuel Card Management Services**

DATE: 2/12/2026

An emergency procurement is warranted when conditions create a direct or imminent threat to the health, welfare, or safety of individuals, property, or essential City functions. The Department of Public Works (“DPW”) is seeking Emergency Procurement Authorization under **City of Atlanta Procurement and Real Estate Code § 2-1192** to ensure the immediate continuation of fuel card services for public safety currently provided by PS Energy.

The fuel card program is a critical operational resource for the Atlanta Police Department (APD), supporting more than 180 active cards used across essential public safety functions. These cards enable the Mayor’s Office Executive Protection, undercover investigative units, Executive Command Staff, precinct operations, contingency patrol support, and personnel traveling for required training to maintain uninterrupted mobility. Reliable fuel access is fundamental to sustaining APD’s response readiness, investigative activity, and citywide patrol coverage.

DPW previously held Contract IFB-G-1200219-1 for the Fuel Card Program with PS Energy, which expired on May 28, 2025. Prior to expiration, DPW began coordinating with the Department of Procurement to initiate a new solicitation for continued fuel card services. That process is still underway and has since transitioned to a cooperative procurement through the State of Georgia as the most efficient long-term solution. In the interim, DPW utilized the one-time 90-day contract extension permitted under the Procurement Code and exhausted all compliant procurement options, including full use of the micro-purchase threshold and a \$100,000 service purchase order, which has now been fully expended.


This emergency request is necessary to promptly restore and maintain fuel access for the Atlanta Police Department until the new cooperative agreement is finalized. Without immediate restoration of fuel card access, APD faces significant operational risks, including delays in fugitive pickups, reduced 911 response times due to officers leaving patrol areas to refuel, and compromised

## Emergency Authorization for Fuel Card Services

Page 2

undercover operations that cannot rely on City-operated pumps. DPW is temporarily staging fuel trucks near APD sites, but only one HazMat-certified employee is available to operate them, creating a single point of failure for continued service.

This emergency request is limited solely to maintaining existing fuel card services until the State of Georgia cooperative agreement is fully executed. Emergency procurement authorization in an amount not to exceed \$258,000.00 is being issued to provide immediate payment, restore fuel card access, and ensure continuity of critical public safety operations.

cc: Verneicher Favors, Director, Strategy  
De'Shondrick Poole, Assistant Director, Implementation   
Melody Muse-Simmons, Project Manager III  
Cameron Weaks, Project Manager  
Wanda Smith, Contract Administrator, Senior  
Taryn Owens, Contract Administrator

# **EXHIBIT D**

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## **CITY SECURITY POLICIES**

**CITY OF ATLANTA  
DEPARTMENT OF ENTERPRISE ASSET MANAGEMENT  
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY  
CONTRACTORS' MANUAL**



**CITY OF ATLANTA**



**DEPARTMENT OF ENTERPRISE ASSET  
MANAGEMENT**

**ENVIRONMENTAL, HEALTH, SAFETY  
AND SECURITY**

**CONTRACTORS' MANUAL**

*Safety comes before all else –*

*“ZERO ACCIDENTS”*

**1.0 Introduction**

2.0 What is a Hazard?

3.0 What is a Risk?

3.1 What is a Risk Assessment

3.2 What is Risk Management?

3.3 Contractors' Responsibilities

3.4 Waivers

**4.0 General**

4.1 Hand Protection

4.2 Hair Protection

4.3 Safety Shoes

4.4 Hearing Protection

4.5 Eye Protection

4.6 Respiratory Protection

4.7 Alcohol & Other Drugs

4.8 Harassment & Inappropriate Language

4.9 First Aid

4.10 Evacuations

4.11 Accident & Injury Reporting

4.12 Fire & Safety Systems

4.13 Accident Injury Investigation

4.14 Smoking Policy

4.15 Certification

4.16 Licenses

4.17 Corrective Action

4.18 Vehicle Use

4.19 Vehicle Site Requirements

4.20 Notices

4.21 Housekeeping

**5.0 Security Requirements**

5.1 Identification

5.2 Inspection

5.3 Termination of Work Assignment

5.4 Employment Termination

5.5 Reassignment of Workers

5.6 Security Reporting

**6.0 Hazardous Material and Substances**

- 6.1 Approval of Hazardous Material Use
- 6.2 Material Safety Data Sheets (MSDS)
- 6.3 Chemical Storage
- 6.4 Container Labeling
  - 6.4.1 Spill Prevention
  - 6.4.2 Spill Response
- 6.5 Pest Control
- 6.6 Hazardous Waste Management
- 6.7 Reporting Chemical Spills
- 6.8 Hazardous Chemical Transportation
- 6.9 Hazardous Communication Plan

**7.0 Environmental Requirements**

- 7.1 Asbestos containing Materials
- 7.2 Examples of Asbestos Containing Material
- 7.3 Removing or Disturbing Asbestos Containing Material
  - 7.3.1 Signs and Labels
  - 7.3.2 Training and Certification
- 7.4 Lead
- 7.5 Mold Remediation
- 7.6 Refrigerant Gases (CFCs)
- 7.7 Paint Storage and Handling
- 7.8 Precautions with Solutions and Solvents
- 7.9 Fluorescent light bulbs
- 7.10 Indoor Air Quality
- 7.11 Water Pollution
- 7.12 Erosion & Sediment Control
- 7.13 Stormwater Systems
- 7.14 Contaminated Soil and Groundwater
- 7.15 Decontamination
- 7.16 Regulations

**8.0 Safety Requirements**

- 8.1 Safe Performance Self-Assessment
- 8.2 Know the Signs
- 8.3 Safety Signs in the Workplace
- 8.4 Fire Protection and Detection Systems
- 8.5 Fire Triangle
- 8.6 Fire Classes
- 8.7 Hot Work
- 8.8 Toxic Fumes
- 8.9 Confined Space
- 8.10 Lockout Tag Out (LOTO)
- 8.11 Danger in & Out Tags

- 8.12 Protective Barriers
- 8.13 Excavation & Trenching
- 8.14 Electrical Safety
- 8.15 Ladder Safety
- 8.16 Fall Protection
- 8.17 Forklift Operation
- 8.18 Crane Hoist and Lifts
- 8.19 Hand Truck Safety
- 8.20 Overhead Work
- 8.21 Laser and Radiation Safety
- 8.22 Power Tools
- 8.23 Powder Actuated Tools
- 8.24 Scaffold Safety
- 8.25 Window Washing Safety
- 8.26 Obstructions
- 8.27 Banned & Restricted Chemical
- 8.28 Definitions

### **Acknowledgement**

### **Contractor's Check List**

## 1.0 INTRODUCTION

The Department of Enterprise Asset Management manages a number of facilities that provide for work, learning, and recreation.

The Department of Enterprise Asset Management is committed to providing a safe and healthy working environment for Citizens, Employees and Contractor's. It is Department of Enterprise Asset Management's policy that all activities on the City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and Contractor's alike.

## 2.0 WHAT IS A HAZZARD

A 'Hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and lifting heavy objects.

## 3.0 WHAT IS A RISK

A 'Risk' means the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

### 3.1 WHAT IS A RISK ASSSMENT

Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

### 3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

### 3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of the Department of Enterprise Asset Management is obligated to take reasonable care to:

- \* Ensure the health and safety of the employees and public.
- \* Avoid risking the safety and health of any other person.
- \* Assist new site personnel in recognizing job hazards and following necessary procedures.
- \* Ensure their work site is safe for themselves and others.

- work.
- \* Practice good site housekeeping to minimize risk of avoidable accidents.
  - \* Identify the Department of Enterprise Asset Management before starting any
  - \* Keep fully informed of any activities which could or may potentially pose a safety threat, hazard or danger to the safety of any person.
  - \* Immediately take effective action to eliminate any safety hazard.

### 3.4 **WAIVERS**

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the Department of Enterprise Asset Management.

## 4.0 **GENERAL**

### 4.1 **HAND PROTECTION**

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

### 4.2 **HAIR PROTECTION**

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

### 4.3 **SAFETY SHOES**

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

### 4.4 **HEARING PROTECTION**

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. The Contractor's shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

### 4.5 **EYE PROTECTION**

Eye protection with side shields must be worn in areas designated by the Department of Enterprise Asset Management. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be considered when significant hazards from sources such as particles, dust, electricity, heat, or chemicals are present.

#### **4.6 RESPIRATORY PROTECTION**

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the Contractor's must select the appropriate respirator for the work to be performed. The Contractor's must have a written respirator program that complies with OSHA requirements.

#### **4.7 ALCOHOL AND OTHER DRUGS**

The Contractor's agree to advise its employees and sub-Contractors' of the Department of Enterprise Asset Managements policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a Contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the Contractors' who will be required to take immediate action. The incident will be noted by the Facilities Management staff.

#### **4.8 BEHAVIOR ON SITE**

##### **HARASSMENT & INAPPROPRIATE LANGUAGE**

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature are specifically prohibited.

#### **4.9 FIRST AID AND MEDICAL EMERGENCIES**

It shall be the Contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at the work site.

#### **4.10 EVACUATIONS**

The Contractor's must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate individuals must evacuate immediate. Evacuees must remain in the assembly or until the all-clear signal is given. If the Contractor's has information relating to the emergency, the Contractor's shall notify Security, and the Director of the Department of Enterprise Asset Management.

#### 4.11 ACCIDENT & INJURY REPORTING

'Accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

'Incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

#### 4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

#### 4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the Contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the Contractor's staff at sites under the purview of the Department of Enterprise Asset Management.

#### 4.14 SMOKING POLICY

It is the Contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke free environment.

#### 4.15 CERTIFICATED PERSONNEL

The Contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by the Department of Enterprise Asset Management.

#### 4.16 LICENSES

Copies of *current and valid licenses and permits* are to be made available to the Department of Enterprise Asset Management before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural
- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning

- Forklift
- Elevated Work Platform
- Hot Work

#### 4.17 **CORRECTIVE ACTION**

The Contractor's must notify the Department of Enterprise Asset Management of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

#### 4.18 **VEHICLE SITE REQUIREMENTS**

It shall be the Contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the Loading Dock Security Guard on duty.

#### 4.19 **VEHICLE SITE OPERATION**

It shall be the Contractor's responsibility to ensure Employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- \* All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia.
- \* Contractors' employees must have a valid driver's license
- \* Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the Contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to the Department of Enterprise Asset Management upon request.

#### 4.20 **NOTICES AND SIGNS**

It shall be the Contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible attract attention and clearly visible.

#### 4.21 **HOUSEKEEPING**

It shall be the Contractor's responsibility to ensure amenities are in a clean and hygienic state, provide standard bins so waste does not litter the workplace. The Contractors' must also secure material in an organized and safe manner.

## 5.0 **SECURITY REQUIREMENTS**

The Contractor's and their employees assigned to work in sites under the purview of The Department of Enterprise Asset Management are expected to abide by all building security policies. These policies do not relieve the Contractor's of their contractual duties. The Department of Enterprise Asset Management will not be responsible for any lost, stolen or damage to the Contractors' equipment.

## 5.1 **IDENTIFICATION**

The Contractor's identification supplied by Facilities Management must be kept on the person at all times.

## 5.2 **INSPECTION POLICY**

The Department of Enterprise Asset Management reserves the right to inspect all property, including but not limited to personal property, while the on premises.

## 5.3 **TERMINATION OF WORK ASSIGNMENTS**

**Upon termination of the Contractor's assignment:**

\*The Contractor's will immediately notify the Department of Enterprise Asset Management of job completion.

\*All City of Atlanta issued Identification badges and keys must be immediately returned to the Department of Enterprise Asset Management.

## 5.4 **EMPLOYEE TERMINATION**

The Contractor's employee terminations will not be conducted on the City of Atlanta premises.

## 5.5 **REASSIGNMENT OF WORKERS**

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from the Department of Enterprise Asset Management.

## 5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to the Department of Enterprise Asset Management:

- \*Harassment of any kind;
- \*Theft or damage;
- \*Disorderly, violent, or threatening conduct;
- \*Misuse of Department of Enterprise Asset Management property;
- \*Criminal activities;
- \*Being under the influence of alcohol or drugs while on City property;
- \*Possession of dangerous weapons, explosives, firearms, unauthorized chemicals, while on City property;
- \*Suspicious behaviors, situations, and incidents;
- \*Unauthorized access into restricted areas;
- \*Violation of City policies, codes and sensitive information policies;
- \*Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

## 6.0 HAZARDOUS MATERIALS AND SUBSTANCES

The Contractor's must be certain of properties of every substance handled in sites under the purview of the Department of Enterprise Asset Management. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

### 6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on Department of Enterprise Asset Management sites requires written approval from the Department of Enterprise Asset Management prior to use. Contractors are limited as to the amount of hazardous materials they may store at the Department of Enterprise Asset Management sites during the work.

### 6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS's must be maintained at the work site and must be easily accessible to Contractors' employees and to the Department of Enterprise Asset Management during normal working hours.

### 6.3 CHEMICAL STORAGE

All chemicals on Department of Enterprise Asset Management properties must be used and stored according to manufacturers' recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks.

### 6.4 CONTAINER LABELING

Chemicals brought onto the site by Contractor's must bear labels identifying the chemicals and the associated hazard warnings

#### **Spill Prevention and Response**

The Department of Enterprise Asset Managements procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below.

#### 6.4.1 SPILL PREVENTION

The Contractor's shall have available equipment that is suitable and sufficient to control potential spills. The Contractor's is responsible for identifying conveyances to the environment

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

#### 6.4.2 SPILL RESPONSE

The Contractors' must immediately notify the Department of Enterprise Asset Management of any spill or releases. If a spill occurs the Contractors' must following these steps

##### **Step 1-Contain the Spill**

- \*Prevent further spillage
- \*Contain what is spill
- \*Follow MSDS (Material Safety Data Sheet) information
- \*Block stormwater drain inlet

##### **Step 2-Report the Spill**

- \*If it is a large or dangerous spill immediately notify the Office Facilities Management

**Step 3-Clean up**

\*Clean up the spill as quickly as possible (reduce risk of pollution running off the site)

\*Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals wither they may be washed into waterway.

\*Use absorbent material to contain the spill. The Contractors' is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

**6.5 PEST CONTROL**

The Contractors' shall not use any insecticide products in Facilities Management properties unless such activities are part of your contracted work. It shall be the Contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The Contractor's must ensue that they perform site treatments in a manner that minimizes the potential of pest infestations.

**6.6 HAZARDOUS WASTE MANAGEMENT**

The Contractors' must provide the Department of Enterprise Asset Management with a list of actual and potential hazardous wastes) to be generated during a project. Waste generated by a Contractor as part of its work is the responsibilities of the Contractors'. The Contactor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance withal applicable local, state and federal laws. The Contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

**6.7 REPORTING CHEMICAL SPILLS**

In case of a spill, Contractor must contact the Department of Enterprise Asset Management followed by a written incident report to the Department of Enterprise Asset Management within twenty-four (24) hours of the occurrence. The written report must include the following information:

- \*Description of the spill and estimated quantity spilled
- \*Date and time of the spill
- \*Copy of MSDS for material spilled
- \*Steps taken to reduce, eliminate, and prevent recurrence of the spill

## **6.8 HAZARDOUS CHEMICAL TRANSPORTATION**

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

## **6.9 HAZARDOUS COMMUNICATION (HAZCOM)**

The Contractors' shall develop and implement and maintain a Hazard Communication Plan, to be submitted to the Department of Enterprise Asset Management prior to any assignment that requires repairing or removal of any hazardous substance. The Contractors' shall submit an inventory of all hazardous chemicals that are used on each site. The Contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

## **7.0 ENVIRONMENTAL REQUIREMENTS**

### **7.1 ASBESTOS CONTAINING MATERIALS**

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some the Department of Enterprise Asset Management sites. The Contractors' will inform the Department of Enterprise Asset Management of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors'' must stop work immediately and notify the Department of Enterprise Asset Management

- \*The Contractors' shall have an Asbestos and Demolition License available;
- \*The Contractors' shall not break or crush asbestos sheeting;
- \*The Contractors' must use water spray to minimize asbestos dust;
- \*The Contractors'' employees must wear a respirator as necessary;
- \*The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- \*The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- \*The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

## 7.2 **EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:**

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

## 7.3 **REMOVING OR DISTURBING ASBESTOS**

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

### 7.3.1 **SIGNS AND LABELS**

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

### 7.3.2 **TRAINING AND CERTIFICATIONS**

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

## 7.4 **LEAD**

The Contractors must contact the Department of Enterprise Asset Management to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

## 7.5 **MOLD REMEDIATION**

This section provides guidance for Contractors' and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem on Facilities Management sites.

\*Perform regular building/HVAC inspections and maintenance as scheduled.

\*Clean and dry wet or damp spots within 48 hours.

\*Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation.

- \* Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the Contractors’.
- \* Repair leaky plumbing and leaks in the building as soon as possible.
- \* Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible.
- \* Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid).
- \* Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed.
- \* Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible.
- \* Don’t let foundations stay wet. Provide drainage and slope the ground away from the foundation.
- \* Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- \* Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found.
- \* Do not touch mold or moldy items with bare hands.
- \* Do not get mold or mold spores in your eyes.
- \* Do not inhale mold or mold spores.
- \* Consider using PPE when disturbing mold. The minimum PPE is an N-95 respirator, gloves, and eye protection.
- \* Consult Table 2 of the EPA’s guideline for “Mold Remediation in Schools and Commercial Buildings” for Personal Protective Equipment (PPE) and containment guidelines.

## 7.6 REFRIGERANT GASES (CFCS)

It shall be the Contractor’s responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal Contractors’. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC’s and HCFC’s must be recovered from air conditioning units during servicing or decommissioning.

## **7.7 PAINT STORAGE AND HANDLING**

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

## **7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS**

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

## **7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST**

Contractors' removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by Department of Enterprise Asset Management for recycling or disposal.

## **7.10 INDOOR AIR QUALITY**

Contractors' must contact the Department of Enterprise Asset Management before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

#### **7.11 WATER POLLUTION**

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

#### **7.12 EROSION AND SEDIMENT CONTROL**

Contractor's allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

#### **7.13 STORM WATER SYSTEMS**

Prior to starting any project the Contactor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The Contractors' must post the EPA Permit Number or the Notice of Intent (NOI). The Contractors' must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to the Department of Enterprise Asset Management prior to any assignment.

#### **7.14 CONTAMINATED SOILS**

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material, the Department of Enterprise Asset Management must be informed about any incidence of soil contamination that may occur or be discovered. The Contractors' must contact a licensed waste disposal Contractors' to collect and remove contaminated soil in an approved container; such removal must be authorized by the Department of Enterprise Asset Management.

#### **7.15 DECONTAMINATION**

Some Department of Enterprise Asset Management facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

## 7.16 REGULATIONS

**Clean Air Act:** Regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits

**Clean Water Act** regulates the discharge of waste to receiving.

**Resource Conservation and Recovery Act (RCRA)** regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank

**Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)** regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup

**Superfund Amendment and Reauthorization Act (SARA Title III)** regulates emergency response plans, right to know issues, and chemical release reporting.

**Occupational Safety and Health Act (OSHA)** regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

**Toxic Substances Control Act (TSCA)** regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to the Department of Enterprise Asset Management included the following:

- \*An illness or death associated with the use of products or related to chemicals used at a work location;
- \*Pattern of illness occurring among employees or customers;
- \*Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur;
- \*Spills or widespread contamination of chemicals not covered by other reporting regulations

**Hazardous Materials Transportation Act** regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

**Safe Drinking Water Act** regulates enforces quality procedures for drinking water.

## 8.0 SAFETY REQUIREMENTS

### 8.1 SAFE PERFORMANCE SELF-ASSESSMENT

#### **ASSESS THE RISK;**

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

#### **ANALYZE HOW TO REDUCE THE RISK**

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

#### **ACT TO ENSURE SAFE OPERATIONS**

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

### 8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify a specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

### 8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by the Department of Enterprise Asset Management. It shall be the Department of Enterprise Asset Management to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

#### 8.4 FIRE TRIANGLE



**Fuel** can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

**Ignition** may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

**Oxygen** is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

#### 8.5 FIRE CLASSES

**Class A** fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

**Class B**-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

**Class C**-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

**Class D**-Fires occurs in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

**Class K**- Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

## 8.7 HOT WORK-WELDING, CUTTING AND BRAZING

The Contractors' must obtain authorization from the Department of Enterprise Asset Management prior to work activity and ensure that all safety precautions are met. The Contractors' must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process. In addition the contract must also maintain it won hot work permit system in accordance with OSHA regulations.

- \*Proof of Hot Work Permit;
- \*Remove combustibile materials from the area before beginning work;
- \*Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;
- \*Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- \*Shield adjacent area with welding partitions;
- \*Have a second person stand by with an approved fire extinguisher for welding and burning operations in accordance with OSHA regulations.

## 8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

## 8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. The Contractors' must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

## 8.10 LOCKOUT TAG OUT (LOTO)

The Contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. The Contractors' shall submit a copy of its Lockout/Tagout Program to the Department of Enterprise Asset Management before the start of any work. Unless otherwise directed, the Department of Enterprise Asset Management will shut down and start up utility systems.

### ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- \*Electrical
- \*Hydraulic
- \*Pneumatic
- \*Chemical
- \*Thermal

## 8.11 'DANGER' & 'OUT OF SERVICE' TAGS

The Department of Enterprise Asset Managements staff will use the tagging system in accordance with procedures when necessary. Facilities Management shall provide the 'Danger' and 'Out of Service' tags and use as follows:

### For your own protection:

- \*Isolate **all** equipment, switches and controls required to ensure your work-site is safe.
- \*Place **your** tag(s) on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.**
- \*Leave other tags alone. Never remove someone else's danger tag.
- \***Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

### Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag

## 8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- \*A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- \*A minimum of 10 feet from overhead work on scaffolds or ladders.
- \*A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** The Department of Enterprise Asset Management will be responsible for placing or removing industrial safety barriers.

### 8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. The Contractor must have written authorization for the Department of Enterprise Asset Management prior to any excavation work, obtain drawings of the services located in the area.

### 8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. The Contractors' must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the Department of Enterprise Asset Management. The Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

### 8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- \*Stand with your arms out straight ahead
- \*Place your toes against the bottom of the ladder
- \*Make sure your palms touch the shoulder level rung
- \*Place a ladder one foot out from a vertical surface for every four feet of ladder height.

\*Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.

\*Keep a three-point contact when climbing or working on a ladder.

#### **8.16 FALL PROTECTION**

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

\*Lines installed specifically for fall protection purposes

\*Approved structural materials

\*Connection points on lifts or buckets

\*Scaffolds specifically designed to handle a fall protection device

\*A lanyard must be hooked according to the manufacturer's recommendations.

#### **8.17 FORKLIFT OPERATION**

All Contractors' operating forklifts shall have training and a valid license. Contractors' are not allowed to use Department of Enterprise Asset Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

\*Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

#### **8.18 SAFE MOBILE CRANE OPERATION**

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

#### **8.19 HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

## 8.20 OVERHEAD WORK

At the beginning of each job, before initially going on any roof, tank or vessel roof, the Department of Enterprise Asset Management must be notified. The Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. The Contractors' must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. The Contractor must submit a detailed safety plan to the Department of Enterprise Asset Management prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under Facilities Managements purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

## 8.21 LASERS AND RADIATION SAFETY

Lasers and Radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors', and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

The Contractors' shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

## 8.23 POWDER ACTUATED TOOLS

Contractors' who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

#### **8.24 SCAFFOLD SAFETY**

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

#### **8.25 WINDOW WASHING SAFETY**

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Department of Enterprise Asset Management building shall be verified by the window washing Contractors'. All reports or inspections of anchor points shall be provided to the Department of Enterprise Asset Management.

#### **8.26 OBSTRUCTIONS**

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors' must not move or relocate emergency equipment without written approval from the Department of Enterprise Asset Management.

## 8.27 BANNED AND RESTRICTED CHEMICALS

### Banned Chemicals

The chemicals listed in the sections below will not be brought on Department of Enterprise Asset Management sites.

#### ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Department of Enterprise Asset Management sites. These CFCs are banned because of their ozone-depleting potential.

| Common Name | Chemical Name                     | Formula                                       | CAS #      |
|-------------|-----------------------------------|---|------------|
| CFC-11      | Trichlorofluoromethane            | CFCl <sub>3</sub>                             | 75-69-4    |
| CFC-12      | Dichlorodifluoromethane           | CCl <sub>2</sub> F <sub>2</sub>               | 75-71-8    |
| CFC-13      | Chlorodifluoromethane             | CF <sub>2</sub> Cl                            | 75-72-9    |
| CFC-111     | Pentachlorofluoroethane           | C <sub>2</sub> FCl <sub>5</sub>               | 354-56-3   |
| CFC-112     | 1,2-Difluorotetrachloroethane     | C <sub>2</sub> F <sub>2</sub> Cl <sub>4</sub> | 76-12-0    |
| CFC-113     | Trichlorotrifluoroethane          | CCl <sub>2</sub> F-CClF <sub>2</sub>          | 76-13-1    |
| CFC-114     | Dichlorotetrafluoroethane         | CF <sub>2</sub> Cl-CClF <sub>2</sub>          | 76-14-2    |
| CFC-115     | Monochloropentafluoroethane       | CClF <sub>2</sub> -CF <sub>3</sub>            | 76-15-3    |
| CFC-211     | Heptachlorofluoropropane          | C <sub>3</sub> FCl <sub>7</sub>               | 422-78-6   |
| CFC-212     | Hexachlorodifluoropropane         | C <sub>3</sub> F <sub>2</sub> Cl <sub>6</sub> | 3182-26-1  |
| CFC-213     | Pentachlorotrifluoropropane       | C <sub>3</sub> F <sub>3</sub> Cl <sub>5</sub> | 2354-06-5  |
| CFC-214     | Tetrachlorotetrafluoropropane     | C <sub>3</sub> F <sub>4</sub> Cl <sub>4</sub> | 29255-31-0 |
| CFC-215     | 1,2,2-Trichloropentafluoropropane | C <sub>3</sub> F <sub>5</sub> Cl <sub>3</sub> | 1599-41-3  |
| CFC-216     | 1,2-Dichlorohexafluoropropane     | C <sub>3</sub> F <sub>6</sub> Cl <sub>2</sub> | 42560-98-5 |
| CFC-217     | Heptafluoropropyl chloride        | C <sub>3</sub> F <sub>7</sub> Cl              | 422-86-6   |

Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress

### Halons

Contractors' are not to bring any of the following halons onto the Department of Enterprise Asset Management site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

| Common Name | Chemical Name                | Formula                                       | CAS #      |
|-------------|------------------------------|---|------------|
| Halon 1211  | Bromochlorodifluoromethane   | CBrClF <sub>2</sub>                           | 353-59-3   |
| Halon 1301  | Bromotrifluoromethane        | CBrF <sub>3</sub>                             | 75-63-8    |
| Halon 2402  | 1,2-Dibromotetrafluoroethane | C <sub>2</sub> Br <sub>2</sub> F <sub>4</sub> | 25497-30-7 |

These chemicals are currently permitted for use in fire extinguishers but will be phased out.

### Glycol Ethers

|                                  |               |
|----------------------------------|---------------|
| 2-methoxyethanol                 | CAS# 109-86-4 |
| 2-methoxyethanol acetate         | CAS# 110-49-6 |
| 2-ethoxyethyl acetate            | CAS# 111-15-9 |
| 2-ethoxyethanol                  | CAS# 110-80-5 |
| Diethylene glycol dimethyl ether | CAS# 111-96-6 |

## Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

## RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section

- \*Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- \*Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;
- \*Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- \*Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- \*Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- \*Chemicals on EPA's 33/50 List:

| Name                   | Formula                                       | CAS #    | Name               | Formula | CAS # |
|------------------------|---|----------|--------------------|---------|-------|
| Dichloromethane        | CH <sub>2</sub> Cl <sub>2</sub>               | 75-09-2  | Cadmium Compounds  | -       | -     |
| Chloroform             | CHCl <sub>3</sub>                             | 67-66-3  | Chromium Compounds | -       | -     |
| Carbon tetrachloride   | CCl <sub>4</sub>                              | 56-23-5  | Cyanide Compounds  | -       | -     |
| Trichloroethylene      | C <sub>2</sub> HCl <sub>3</sub>               | 79-01-6  | Lead Compounds     | -       | -     |
| 1,1,1-Trichloroethane  | C <sub>2</sub> H <sub>3</sub> Cl <sub>3</sub> | 71-55-6  | Mercury Compounds  | -       | -     |
| Tetrachloroethylene    | C <sub>2</sub> Cl <sub>4</sub>                | 127-18-4 | Nickel Compounds   | -       | -     |
| Methyl Ethyl Ketone    | C <sub>4</sub> H <sub>8</sub> O               | 78-93-3  |                    |         |       |
| Benzene                | C <sub>6</sub> H <sub>6</sub>                 | 71-43-2  |                    |         |       |
| Methyl Isobutyl Ketone | C <sub>8</sub> H <sub>16</sub> O              | 108-10-1 |                    |         |       |
| Toluene                | C <sub>7</sub> H <sub>8</sub>                 | 108-88-3 |                    |         |       |

**\*NOTE: The Department of Enterprise Asset Management encourages Green Build products and chemicals.**

## 8.28 **ACRONYMS**

**CFS's-** Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

**MSDS-** Material Safety Data Sheets

**OSHA-**Occupational Safety and Health Act

**ACBM-**Asbestos Containing Building Material

**PCBM-**Potential Asbestos Containing Building Material

**HCFC-** Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

**EPA-**Environmental Protection Agency

**SWPP-**Storm Water Pollution Plan

**NOI-**Notice of Intent

**PCB-**Polychlorinated biphenyl

**GFI-**Ground Fault Interrupters

**CFR-**Code of Federal Regulations

## CONTRACTORS' ACKNOWLEDGEMENT

I have received and reviewed the Department of Enterprise Asset Management Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for the Department of Enterprise Asset Management.

I will make sure all employees of our company and our sub-Contractors' understand and agree to the requirements outlined herein.

|                                   |                            |
|-----------------------------------|----------------------------|
| Director of Facilities Management | Contractors' Company Name: |
| Signature:                        | Signature:                 |
| Typed Name:                       | Typed Name:                |
| Title:                            | Title:                     |
| Date:                             | Date:                      |

## CONTRACTORS' CHECK LIST

The following checklist is provided to assist the Contractors' with complying with the requirements outlined in the Environmental, Health, Safety and Security Program.

|                                      |  |
|--------------------------------------|--|
| Name of Project Manager/Coordinator: |  |
| Work Site(s) and Location(s):        |  |
| Applicable Date(s):                  |  |
| Contractors' Name:                   |  |
| Contractor's Representative:         |  |
| 24-hour phone number:                |  |

|   |  |
|---|--|
| <b>Action Required</b>  | <input checked="" type="checkbox"/>                      |
| <b>Safety Orientation with EHSS Required?</b><br>If yes, the Contractors' is scheduled to attend on _____ (month/day) at _____ (time).  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>Asbestos review required?</b>  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>Lead materials review required?</b>  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>Will the work require entry into a permit-required confined space?</b><br><ul style="list-style-type: none"> <li>• If yes, inform the Contractors' about known hazards and history of entry operations for each space that they will enter.</li> <li>• If yes, the Project Manager/Coordinator will debrief the Contractors' after the work in these spaces is completed.</li> </ul>   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Will both the Contractors' and the Department of Enterprise Asset Management personnel be working in or near the permit-required confined space(s)?</li> <li>• If yes, determine if the Project Manager/Coordinator or the Contractors' will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.</li> </ul> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.</li> </ul>   |  |

|   |   |
|---|---|
| <p><b>Hazard Communication:</b><br/>Provide the following to the Contractors':</p> <ul style="list-style-type: none"> <li>• Information on precautions and safety procedures that must be followed in the work area.</li> <li>• Access to MSDS's for hazardous chemicals located in the work area.</li> <li>• Information regarding the labeling system used in the work area.</li> <li>• Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials.</li> </ul> <p>Obtain a list of, and MSDS's for, all chemicals that the Contractors' will be using. Provide a copy to EHSS for review and approval.</p> <p>The Contractors' understands that MSDS's must be kept on-site for all chemicals used by the Contractors' on Facilities Management sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p><b>Will work be conducted on the roof of a building where fume hood exhausts are located?</b></p> <ul style="list-style-type: none"> <li>• If yes, either coordinate access with the Department of Enterprise Asset Management to make sure that fume hoods in the work area are shut down, or inform the Contractors' of precautions that should be taken.</li> </ul>   | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p><b>Will work by the Contractors' involve electrical or mechanical systems?</b></p> <ul style="list-style-type: none"> <li>• If yes, inform the Contractors' of the lockout/Tagout procedures by the Department of Enterprise Asset Management personnel. Make sure that all the Contractor's' employees in the work area are aware of the lockout/Tagout procedures.</li> </ul>  | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p><b>Will Hot Work Permits be required during the Contractor's work?</b><br/>If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.</p>   | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>The Contractors' understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?</p>   | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>The Contractors' representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors'.</p>   | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>The Contractors' has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.</p>  | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |

# **EXHIBIT E**

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## **DISPUTE RESOLUTION PROCEDURES**

### **DISPUTE RESOLUTION PROCEDURES**

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) Business Days of being aware of its circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) Business Days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of this Agreement.
2. The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider's authorized representative and City Authorized Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) Business Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the authorized representatives, the Parties will exchange relevant information that will assist in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

# EXHIBIT F

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**TASK ORDER FORM**

*(Not Applicable)*

# **EXHIBIT G**

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## **ADDITIONAL AGREEMENT DOCUMENTS**

CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT

**CONFLICT OF INTEREST DISCLOSURE FORM**

Pursuant to City of Atlanta Code of Ordinances Section 2---1214 (Management of Conflicts in Source Selection), offerors shall disclose all organizational and personal relationships which may give rise to a conflict of interest if the offeror is awarded a contract. In addition, the Chief Procurement Officer ("CPO") may specify other types of relationships or interests which must be disclosed if, in the CPO's sole discretion, such disclosure is in the best interest of the City of Atlanta. Such personal, financial, or other relationship can render an offeror ineligible for award if the CPO determines that a conflict of interest cannot be mitigated or avoided. Before determining to withhold award of a contract based on conflict of interest considerations, the CPO shall provide notice to the offeror and reasonable opportunity for the offeror to respond.

Offerors must disclose the existence of personal or financial relationships involving City of Atlanta employees, officers or elected officials, as defined in the paragraphs below. To the extent that the CPO uses discretionary authority in the best interest of the city to require additional disclosures, these will be specified in the appropriately designated space below.

- (a) **"Personal relationships"** shall include executives, board members and partners in firms who have familial relationships with employees, officers and elected officials of the City of Atlanta. "Familial relationships" shall include the spouse, domestic partner registered under section 94---133, mother, father, sister, brother, and natural or adopted children of an official or employee.
- (b) **Financial relationships"** shall include any interest held with a City of Atlanta employee, officer or elected official, or family members of a City of Atlanta employee, officer or elected official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

|   |  |   |  |
|---|--|---|--|
| <b>Name of Offeror:</b>                           | <b>PS Energy Group, Inc.</b>                                 |   |  |
| <b>Name of Executive, Board Member or Partner</b> | <b>City of Atlanta Employee, Officer or Elected Official</b> | <b>State Whether "Personal" or "Financial" Relationship</b> | <b>Specify Nature or Circumstance of Personal or Financial Relationship (Ex: Sister, Board Member)</b> |
| N/A   | N/A  | N/A   | N/A  |
|   |  |   |  |
|   |  |   |  |

Indicate "Not Applicable" or "N/A" if no disclosures to report, then sign. Additional lines or pages may be added, if necessary.

|   |     |     |     |
|---|-----|-----|-----|
| <b>Additional Disclosures Required by Chief Procurement Officer</b> |     |     |     |
| N/A   | N/A | N/A | N/A |
| N/A   |     |     |     |

CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT

*The undersigned individual certifies that the information provided herein is true and correct, that he or she holds the title entered below, and that he or she has the authority to complete this Conflict of Interest Form on behalf of the organization.*

Completed this 12 day of February, 2024 in response to Solicitation  
Name/Number Fuel Card Management Services/EP/GS/DPW/2602-1260119 by:

Printed Name: Livia Whisenant  
Signature:   
Title: CEO

**FOR INTERNAL USE ONLY**

**This Conflict of Interest Disclosure Form has been reviewed in the Department of Procurement and, to the extent that the Offeror has disclosed any Personal or Financial relationships that constitute a conflict of interest, the Offeror has provided an acceptable plan to avoid or mitigate the conflict; therefore, award of the above referenced contract is appropriate under Code Section 2—1214.**

\_\_\_\_\_  
**(PRINT NAME)** Procurement Professional

\_\_\_\_\_  
**(PRINT)** Title

\_\_\_\_\_  
**(PRINT)** Signature of Procurement Professional

\_\_\_\_\_  
**(PRINT NAME)** Chief Procurement Officer

\_\_\_\_\_  
**(PRINT)** Signature of Chief Procurement Officer

\_\_\_\_\_  
**(PRINT)** (Date)

**Required Submittal (FORM 1)**  
**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

183655  
Federal Work Authorization User Identification Number (Also known as E-Verify Company ID.  
1/23/2009 Not Tax ID or SS Number)  
Date of Authorization (This is the date the Company ID was issued by the Federal E-Verify system)  
PS Energy Group, Inc.  
Name of Contractor (Legal name of Contractor, not an abbreviated version)  
Comdata Cards Fuel Card Management Services  
Name of Project  
City of Atlanta  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on February 12, 2021 in Dunwoody (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

Livia Whisenhunt, CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 12<sup>th</sup> DAY OF February, 2021

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
6/8/2029



# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 1/29/2025 11:21:14 AM

### BUSINESS INFORMATION

|                            |                             |
|----------------------------|-----------------------------|
| CONTROL NUMBER             | J605731                     |
| BUSINESS NAME              | PS ENERGY GROUP, INC.       |
| BUSINESS TYPE              | Domestic Profit Corporation |
| EFFECTIVE DATE             | 01/29/2025                  |
| ANNUAL REGISTRATION PERIOD | 2025, 2026, 2027            |

### PRINCIPAL OFFICE ADDRESS

|         |  |
|---------|--|
| ADDRESS | 2186, Tillingham Court, Dunwoody, GA, 30338, USA |
|---------|--|

### REGISTERED AGENT

| NAME                        | ADDRESS   | COUNTY   |
|-----------------------------|---|----------|
| Corporation Service Company | 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA | Gwinnett |

### OFFICERS INFORMATION

| NAME             | TITLE     | ADDRESS  |
|------------------|-----------|--|
| Carol Robinson   | SECRETARY | 187 Henderson Ridge Dr, Dallas, GA, 30157, USA             |
| LIVIA WHISENHUNT | CEO       | 2186 TILLINGHAM COURT, DUNWOODY, GA, 30338, USA            |
| Livia Whisenhunt | CFO       | 4480 N Shallowford Rd, Suite 100, Dunwoody, GA, 30338, USA |

### AUTHORIZER INFORMATION

|                      |                   |
|----------------------|-------------------|
| AUTHORIZER SIGNATURE | Sonya Hartsfield  |
| AUTHORIZER TITLE     | Authorized Person |



# PS ENERGY GROUP, INC.

|  |   |  |
|--|---|--|
| Unique Entity ID<br><b>SR31ECA8H9J1</b>  | CAGE / NCAGE<br><b>0EXB3</b>  | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>  | Expiration Date<br><b>Nov 25, 2026</b>  |  |
| Physical Address<br><b>4480 N Shallowford RD<br/>STE 100<br/>Atlanta, Georgia 30338-6470<br/>United States</b> | Mailing Address<br><b>4480 N Shallowford RD<br/>STE 100<br/>Atlanta, Georgia 30338-6470<br/>United States</b> |  |

## Business Information

|   |  |                                       |
|---|--|---------------------------------------|
| Doing Business as<br><b>PS ENERGY GROUP INC</b> | Division Name<br><b>(blank)</b>                                    | Division Number<br><b>(blank)</b>     |
| Congressional District<br><b>Georgia 04</b>     | State / Country of Incorporation<br><b>Georgia / United States</b> | URL<br><b>http://www.psenergy.com</b> |

## Registration Dates

|  |  |  |
|--|--|--|
| Activation Date<br><b>Nov 25, 2025</b> | Submission Date<br><b>Nov 25, 2025</b> | Initial Registration Date<br><b>Jan 25, 2002</b> |
|--|--|--|

## Entity Dates

|   |   |
|---|---|
| Entity Start Date<br><b>Apr 7, 1986</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|---|---|

## Immediate Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?  
**N**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

## Entity Types

|  |                                 |                                 |
|--|---------------------------------|---------------------------------|
| Business Types   | Entity Type                     | Organization Factors            |
| Entity Structure<br><b>Corporate Entity (Not Tax Exempt)</b> | <b>Business or Organization</b> | <b>Subchapter S Corporation</b> |
| Profit Structure<br><b>For Profit Organization</b>           |                                 |                                 |

**Socio-Economic Types**

- Minority-Owned Business
- Women-Owned Small Business
- Women-Owned Business
- Hispanic American Owned

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

|                                     |                              |
|-------------------------------------|------------------------------|
| Accepts Credit Card Payments<br>Yes | Debt Subject To Offset<br>No |
| EFT Indicator<br>0000               | CAGE Code<br>0EXB3           |

**Points of Contact**

**Electronic Business**

|  |  |
|--|--|
| <input checked="" type="checkbox"/><br>Roger W Murray, Chief Operating Officer | 4480 N. Shallowford Road<br>Suite 100<br>Atlanta, Georgia 30338<br>United States |
|--|--|

**Government Business**

|  |  |
|--|--|
| <input checked="" type="checkbox"/><br>Roger W Murray, Chief Operating Officer | 4480 N. Shallowford Road<br>Suite 100<br>Atlanta, Georgia 30338<br>United States |
|--|--|

|                    |  |
|--------------------|--|
| Livia L Whisenhunt | 4480 N. Shallowford Road<br>Suite 100<br>Atlanta, Georgia 30338<br>United States |
|--------------------|--|

**Past Performance**

|  |  |
|--|--|
| <input checked="" type="checkbox"/><br>Roger W Murray, Chief Operating Officer | 4480 N. Shallowford Road<br>Suite 100<br>Atlanta, Georgia 30338<br>United States |
|--|--|

|                         |  |
|-------------------------|--|
| Livia L Whisenhunt, CEO | 4480 N. Shallowford Road<br>Suite 100<br>Atlanta, Georgia 30338<br>United States |
|-------------------------|--|

**Service Classifications**

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title  |
|---------|-------------|--|
| Yes     | 424720      | Petroleum And Petroleum Products Merchant Wholesalers (Except Bulk Stations And Terminals) |
|         | 221114      | Solar Electric Power Generation  |
|         | 221210      | Natural Gas Distribution   |
|         | 237120      | Oil And Gas Pipeline And Related Structures Construction                                   |
|         | 424710      | Petroleum Bulk Stations And Terminals  |
|         | 457210      | Fuel Dealers   |
|         | 484220      | Specialized Freight (Except Used Goods) Trucking, Local                                    |
|         | 484230      | Specialized Freight (Except Used Goods) Trucking, Long-Distance                            |
|         | 486210      | Pipeline Transportation Of Natural Gas   |
|         | 486910      | Pipeline Transportation Of Refined Petroleum Products                                      |
|         | 517121      | Telecommunications Resellers   |

517410

541614

624230

Satellite Telecommunications

Process, Physical Distribution, And Logistics Consulting Services

Emergency And Other Relief Services

**Disaster Response**

Yes, this entity appears in the disaster response registry.

| Bonding Levels | Dollars |
|----------------|---------|
| (blank)        | (blank) |

States  
Any

Counties  
(blank)

Metropolitan Statistical Areas  
(blank)

# APPENDIX A

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## OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

*(Not Applicable)*

# **APPENDIX B**

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## **INSURANCE AND BONDING REQUIREMENTS**

APPENDIX B  
**INSURANCE & BONDING REQUIREMENTS**  
**CP-GS-DPW-2507-1260062**  
**Fuel Cards Program**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must

conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

#### 4. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

#### 5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

**Email: [RiskCOI@AtlantaGa.Gov](mailto:RiskCOI@AtlantaGa.Gov)  
Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303**

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from [notifications@origamirisk.com](mailto:notifications@origamirisk.com) which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

**The City of Atlanta Office of Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: [RiskCOI@AtlantaGa.Gov](mailto:RiskCOI@AtlantaGa.Gov).

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this

Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

- Bodily Injury by Accident/Disease **\$1,000,000 each accident**
- Bodily Injury by Accident/Disease **\$1,000,000 each employee**
- Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Subcontractor/Consultants
- Products – Completed Operations

- Additional Insured Endorsement\* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$2,000,000 per occurrence**.

- Coverage must follow form with primary policy
- May be used to achieve minimum liability limits
- Coverage must be as broad as primary policy

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

G. Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than **\$2,000,000**, covering at a minimum:

- Damages arising from a failure of computer security, or a wrongful release of Private information
- Cost to notify consumers of a release of private information and to provide Credit-monitoring or other remediation services in the event of a covered

Incident

A copy of the endorsement naming the City of Atlanta as an Additional Insured must be submitted along with the certificate of insurance.

H. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

I. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

**END OF DOCUMENT**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PROPANE AND FUEL DEALERS LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

### **SCHEDULE – EXTENSIONS OF COVERAGE**

- | <b>Coverages</b>  |  |
|---|--|
| 1. Additional Insured   | 10. Liberalization   |
| 2. Automatic Fill / Failure to Supply                                       | 11. Limited Coverage for Damage To Personal Property In Your Care Custody Or Control |
| 3. Blanket Waiver Of Subrogation  | 12. Misdelivery Of Liquid Products   |
| 4. Broadened Bodily Injury  | 13. Non Employment Discrimination  |
| 5. Broadened Named Insured  | 14. Non-Owned Watercraft Coverage  |
| 6. Duties In The Event Of An Occurrence, Offense, Claim Or Suit             | 15. Personal And Advertising Injury  |
| 7. Expected Or Intended Injury  | 16. Supplementary Payments – Increased Limits  |
| 8. Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage | 17. Unintentional Failure To Disclose Hazards  |
| 9. Incidental Medical Services Coverage                                     |  |

#### **1. Additional Insured**

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
  - (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
  - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
  - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";

- (4) Such person or organization is an insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (b) Your ongoing operations performed for that insured;
  - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
  - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
- (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
- (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
  - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
  - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
  - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
  - (b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

## 2. Automatic Fill / Failure to Supply

This insurance applies to "bodily injury" or "property damage" arising out of your failure or omission to keep a customer of yours supplied with fuel oil or liquefied petroleum gas in accordance with your agreement to do so, subject to the following provisions:

This insurance does not apply to "bodily injury" or "property damage" resulting from:

- a. Your inability to supply fuel oil or liquefied petroleum gas in sufficient quantity to satisfy the demand or need due to curtailment of supplies of such products available to you;
- b. Your intentional failure to supply any quantity of fuel oil or liquefied petroleum gas if this failure results from a program you instituted for the reduction or redistribution of supplies of such products;
- c. Your inability to deliver fuel oil or liquefied petroleum gas due to the impassability of public or private roads or thoroughfares that are necessary to gain access to a customer's premises; or
- d. Nonpayment, late payment, or any credit delinquency of your customer.

### 3. Blanket Waiver Of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions and Section IV – Products/Completed Operations Liability Conditions** is replaced by the following:

#### **Transfer Of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

### 4. Broadened Bodily Injury

Paragraph 3. of **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

### 5. Broadened Named Insured

Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization;
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- a. Coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

The final paragraph of **Section II – Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions of **Section II – Who Is An Insured**, above.

### 6. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

Paragraph 2.a. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we or any licensed agent of ours are notified of a general liability "occurrence" or offense which may result in a claim as soon as practicable after it becomes known to:
  - (1) You, if you are an individual;
  - (2) Your partner or member, if you are a partnership or joint venture;
  - (3) Your member, if you are a limited liability company;

- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an "occurrence" or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- b. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### 7. Expected Or Intended Injury

Paragraph 2.a. **Expected Or Intended Injury** of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### 8. Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage

The final paragraph of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage or lightning to premises while:

- (1) Rented to you;
- (2) Temporarily occupied by you with the permission of the owner; or
- (3) Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following:

Subject to paragraph 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$300,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

Subsections 4.b.(1)(a)(ii) and 4.b.(1)(a)(iii) of paragraph 4.b. **Excess Insurance** of the **Other Insurance** condition of **Section IV – Commercial General Liability Conditions** is replaced by the following:

- (ii) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner;

Paragraph 9.a. of **Section V – Definitions** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an "insured contract";

## 9. Incidental Medical Services Coverage

### 1. SECTION I – COVERAGES is amended to include the following additional coverage:

We will pay for "bodily injury" arising out of the rendering of or failure to render the following treatment or services by an "employee" or "volunteer worker" for an accident occurring during the policy period:

- a. First aid treatment including cardiopulmonary resuscitation (CPR); and
- b. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in a. and b. above.

### 2. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability does not apply to psychological injury arising out of the services described in 1.a. and 1.b.

## 10. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

### 10. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## 11. Limited Coverage For Damage To Personal Property In Your Care Custody Or Control

Paragraph (4) of Exclusion j. of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted and is replaced by the following:

### (4) Personal property in the care, custody or control of the insured.

However, with respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when:

- (a) The "property damage" is to property which you have contracted to install;
- (b) The "property damage" is the direct result of the property being raised, lowered or otherwise moved by a crane;
- (c) The "property damage" is to "mobile equipment" or an "auto";
- (d) The "property damage" is to that particular part of property which you are attempting to service or repair; or
- (e) You have other insurance which will pay for the "property damage".

## 12. Misdelivery Of Liquid Products

Exclusion g. of COVERAGE A (Section I) does not apply to "bodily injury" or "property damage" arising out of:

- (1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or
- (2) The erroneous delivery of one liquid product for another by an "auto";

If the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed.

## 13. Non Employment Discrimination Liability

Unless "personal and advertising injury" is excluded from this policy, the following applies:

Paragraph 14. of Section V – Definitions is amended by the addition of the following:

"Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of "discrimination".

**Section V – Definitions** is amended by the addition of the following:

"Discrimination" means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age or national origin in comparison to one or more persons who are not members of the specified class.

**Paragraph 2. Exclusions of Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended by the addition of the following exclusions:

This insurance does not apply to:

"Discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

"Discrimination", if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of "discrimination".

#### **14. Non-Owned Watercraft Coverage Extension**

Paragraph 2.g.(2) of the **Aircraft, Auto Or Watercraft** exclusion of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to:

(1) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

#### **15. Personal And Advertising Injury Liability**

Unless "personal and advertising injury" is excluded from this policy, the following applies:

Paragraph e. **Contract Liability** of the **Exclusions** provision of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is deleted.

#### **16. Supplementary Payments – Increased Limits**

Paragraphs 1.b., 1.d., and 1.e. of **Supplementary Payments – Coverages A and B** of **Section I – Coverages** are replaced by the following:

b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including substantiated loss of earnings up to \$500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit".

#### **17. Unintentional Failure To Disclose Hazards**

Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions** is amended by the addition of the following:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

# Active protection from digital risk

Coalition pioneered Active Insurance to proactively protect your business against cyber threats. That's why our policyholders experience **73% fewer claims** than the industry average.<sup>1</sup>



- Comprehensive cyber coverage** to protect against incidents like ransomware and funds transfer fraud<sup>2</sup>
- Upfront expenses paid on your behalf**, so you can skip the wait for reimbursement<sup>3</sup>
- A top-notch team** of claims experts and incident response specialists at the ready
- No-cost rapid response services**, including initial legal consultation and incident response assistance
- Personalized security alerts** to help spot and fix vulnerabilities *before* they escalate.
- Tangible insurance benefits** for maintaining good cyber hygiene. [Learn More.](#)



**\$101M+**  
in fraudulently transferred funds **successfully recovered** by Coalition<sup>1</sup>



**60%**  
average reduction in **ransomware demands** through threat actor negotiation<sup>1</sup>

**“Coalition helped us rebuild our business and went above and beyond typical insurance. The professionalism and skill level was outstanding.”**

**SYSTEMS ADMINISTRATOR, REAL ESTATE DEVELOPMENT RANSOMWARE VICTIM**

<sup>1</sup>Coalition, 2025 Cyber Claims Report

<sup>2</sup>Insurance products are offered in the U.S. by Coalition Insurance Solutions, Inc., a licensed insurance producer and surplus broker (CA License # 01761932) or one of a number of affiliated insurance companies, and on an admitted basis through Coalition Insurance Company, a licensed insurance underwriter (NY LIC # 29530). See licenses and disclosures.

<sup>3</sup>Only covered upfront claims expenses will be paid. Coverage is subject to and governed by the language of the policy actually issued. Please see a copy of your policy for the full terms and conditions, exclusions and limitations apply and may vary by state.





**Notice**

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.



**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act of 2002, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the United States government under the Act.

**UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THIS POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE.**



## Notice of Privacy Practices

*Effective 1 November 2024*

Coalition, Inc. and its current and future subsidiaries and affiliates, including Coalition Insurance Solutions, Inc. (“CIS”), Coalition Insurance Solutions Canada, Inc. (“CISC”), Coalition Incident Response, Inc. (“CIR”), Coalition Incident Response Canada, Inc. (“CIRC”), Coalition Risk Solutions, Ltd. (“Coalition UK”), Coalition Insurance Company, Inc. (“CIC”), BinaryEdge AG (“BE”), Coalition Insurance Solutions GmbH (“Coalition DE”), and Coalition Insurance Solutions Pty Ltd (ACN 657 140 791) (“Coalition AU”) (collectively, “Coalition.” “we,” or “our”) is required to provide this Notice of Privacy Practices (“Notice”) in accordance with applicable laws and regulations. This Notice outlines how we collect, share and protect your personal information. Applicable laws and regulations may give you the right to limit some but not all sharing of your personal information. Please read this Notice carefully.

|  |  |
|--|--|
| <p><b>Information We May Collect and Share</b></p>       | <ul style="list-style-type: none"> <li>• Information required to create and maintain your account</li> <li>• Information pertaining to your application, policy and any applicable claims</li> <li>• Financial Information</li> <li>• We also collect information from others, such as credit bureaus and other companies</li> </ul>   |
| <p><b>How is Information Collected?</b></p>              | <p>When you use our websites, online risk management platform, applications (web-based or mobile), products and/or services (“Services”), we may collect a variety of personal information that will aid us in providing our Services</p>  |
| <p><b>Why is Information Shared?</b></p>                 | <p>For our everyday business and marketing purposes</p>  |
| <p><b>Can I Limit Sharing of My Information?</b></p>     | <p>Applicable privacy laws may give you the right to limit:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your personal information to market to you</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>Coalition does not share information with affiliates so they can market to you.</p> |
| <p><b>How Does Coalition Protect My Information?</b></p> | <p>We use security measures compliant with applicable laws, regulations and industry standards to protect your information from unauthorized access and use. These measures include physical, electronic and</p>   |

|                       |   |
|-----------------------|---|
|                       | procedural safeguards, security controls (including encryption, firewalls, advanced malware detection, multi-factor authentication and the concept of least privilege for access management). |
| <b>Definitions</b>    | Affiliates: companies related by common ownership or control.   |
| <b>Privacy Policy</b> | Please visit <a href="https://www.coalitioninc.com/legal/privacy">https://www.coalitioninc.com/legal/privacy</a> for further information related to our processing of information.            |
| <b>Questions?</b>     | Please visit <a href="https://www.coalitioninc.com">https://www.coalitioninc.com</a> or email us at <a href="mailto:privacy@coalitioninc.com">privacy@coalitioninc.com</a>                    |



# Coalition Active Cyber Policy

## DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST YOU DURING THE POLICY PERIOD (OR ANY APPLICABLE OPTIONAL EXTENDED REPORTING PERIOD) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS POLICY. CLAIM EXPENSES REDUCE THE APPLICABLE LIMITS OF LIABILITY, ARE SUBJECT TO RETENTIONS, AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY.

PLEASE READ YOUR POLICY CAREFULLY, AND CONSULT YOUR INSURANCE ADVISOR WITH ANY QUESTIONS.

Policy No.: C-4MAD-152658-CYBER-2025  
 Renewal of: C-4MAD-152658-CYBER-2024  
 Broker: KRISTINE M THOMAS  
 Broker License No.: 625023  
 Agency: Marsh & McLennan Agency LLC (Southeast)  
 Agency Address: 300 West 10th St.  
 West Point, GA 31833

|          |   |  |                    |
|----------|---|--|--------------------|
| Item 1.  | <b>Named Insured</b>  | PS Energy Group, Inc.  |                    |
|          | <b>Address</b>  | 4480 North Shallowford Road, Suite 100<br>Dunwoody, GA 30338   |                    |
| Item 2.  | <b>Policy Period</b>  | From: August 15, 2025<br>To: August 15, 2026<br><i>Both dates at 12:01 A.M. at the Address stated in Item 1.</i> |                    |
| Item 3.  | <b>Policy Premium</b>   | <b>Premium</b>   | <b>\$18,272.00</b> |
|          |   | <b>Total</b>   | <b>\$18,272.00</b> |
| Item 4.A | <b>Aggregate Policy Limit of Liability</b>  | \$1,000,000  |                    |
| Item 4.B | <b>Per Event Limit of Liability</b>   | \$1,000,000  |                    |
| Item 4.C | <b>Optional Separate Limit of Liability for Breach Response Costs</b>   | Included   |                    |
| Item 5.  | <b>Insuring Agreement(s) purchased, Limits, Retentions, and Waiting Period</b>  |  |                    |
|          | Coverage under this Policy is provided only for those Insuring Agreements for which a limit is indicated below. If no limit is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability in Item 4.A is the maximum amount the Insurer(s) will pay under this Policy, regardless of the number of Insuring Agreements purchased. |  |                    |
|          | If the Optional Separate Limit of Liability for Breach Response Costs has been elected in Item 4.C, then the Limit specified in Item 5.B Breach Response Costs will not be subject to the Aggregate Policy Limit of Liability or the Per Event Limit of Liability.  |  |                    |
|          | <b>Insuring Agreements</b>  |  |                    |



| FIRST PARTY COVERAGES   |   |   |
|---|---|---|
| ACTIVE RISK CONTROL COVERAGES   | LIMIT   | RETENTION   |
| <b>A. Rapid Response Services</b>   | <i>Rapid Response Services are not subject to a Retention and will not erode the Aggregate Policy Limit of Liability.</i> |   |
| <b>B. Breach Response Costs</b>   | \$1,000,000   | \$25,000  |
|   |   | \$0<br>for computer forensic services provided by Coalition Incident Response |
| <b>C. Ransomware and Cyber Extortion</b>  | \$1,000,000   | \$25,000  |
| <b>D. Data Recovery and Computer Replacement Costs</b>  | \$1,000,000   | \$25,000  |
| BUSINESS INTERRUPTION COVERAGES   | LIMIT   | RETENTION   |
| <b>E. Direct Business Interruption</b><br>Waiting Period: 8 hours<br>Reduced Waiting Period: 1 hour |   |   |
| • <b>Security Failure</b>   | \$1,000,000   | \$25,000  |
| • <b>Systems Failure</b>  | \$1,000,000   | \$25,000  |
| • <b>Voluntary Shutdown</b>   | \$1,000,000   | \$25,000  |
| <b>F. Contingent Business Interruption</b><br>Waiting Period: 8 hours                               |   |   |
| • <b>IT Provider Security Failure</b>   | \$1,000,000   | \$25,000  |
| • <b>IT Provider Systems Failure</b>  | \$1,000,000   | \$25,000  |
| • <b>Non-IT Provider Security Failure</b>   | \$500,000   | \$25,000  |
| • <b>Non-IT Provider Systems Failure</b>  | \$250,000   | \$25,000  |
| • <b>Voluntary Shutdown</b>   | \$1,000,000   | \$25,000  |
| <b>G. Reputational Harm Loss</b>  | \$1,000,000   | \$25,000  |
| <b>H. Proof of Loss Preparation</b>   | \$250,000   | \$25,000  |
| CYBER CRIME COVERAGES   | LIMIT   | RETENTION   |
| <b>I. Funds Transfer Fraud and Social Engineering</b>   | \$250,000   | \$25,000  |
|   |   | <i>Reduced FTF Retention:</i> \$12,500  |
| <b>J. Service Fraud Including Cryptojacking</b>   | \$250,000   | \$25,000  |
| <b>K. Impersonation Repair</b>  | \$250,000   | \$25,000  |
| <b>L. Invoice Manipulation</b>  | \$250,000   | \$25,000  |
| THIRD PARTY LIABILITY COVERAGES   |   |   |



| CYBER LIABILITY COVERAGES   |   | LIMIT  | RETENTION            |
|---|---|--|----------------------|
| M. Network Security and Privacy Liability   |   | \$1,000,000  | \$25,000             |
| N. Regulatory Actions   |   | \$1,000,000  | \$25,000             |
| O. PCI Fines and Assessments  |   | \$1,000,000  | \$25,000             |
| P. Funds Transfer Liability   |   | \$1,000,000  | \$25,000             |
| TECHNOLOGY E&O AND MEDIA LIABILITY COVERAGES  |   | LIMIT  | RETENTION            |
| Q. Technology Errors and Omissions  |   | N/A  | N/A                  |
| R. Media Liability  |   | \$1,000,000  | \$25,000             |
| ADDITIONAL BENEFITS   |   |  |                      |
| S. Court Attendance   | i. Total Limit: \$25,000                                      | \$0  |                      |
|   | ii. Per day, per person limit: \$250                          |  |                      |
| T. Criminal Reward  |   | \$25,000   | \$0                  |
| Item 6.   | <b>Prevention and Mitigation Costs</b>                        | \$4,560<br>See Section IX.G. Prevention and Mitigation Costs of the Policy for more details.             |                      |
| Item 7.   | <b>Insurer(s) and Participation</b>                           |  |                      |
|   |   | <b>Insurer</b>   | <b>Participation</b> |
|   |   | Arch Specialty Insurance Company   | 30%                  |
|   |   | Aspen Specialty Insurance Company  | 10%                  |
|   |   | Fireman's Fund Indemnity Corporation   | 20%                  |
|   |   | Fortegra Specialty Insurance Company   | 35%                  |
|   |   | Vantage Risk Specialty Insurance Company   | 5%                   |
| The obligations of each Insurer in Item 7 of this Declarations are limited to the extent of each insurer's participation. |   |  |                      |
| Item 8.   | <b>Notification of Incidents, Claims, or Potential Claims</b> | <b>By Email:</b><br>Attn: Coalition Claims<br>claims@coalitioninc.com                                    |                      |
|   |   | <b>By Phone on the 24/7 Hotline:</b><br>1.833.866.1337   |                      |
|   |   | <b>By Mail:</b><br>Attn: Coalition Claims<br>44 Montgomery Street, Suite 4210<br>San Francisco, CA 94104 |                      |
| Item 9.   | <b>Retroactive Date</b>                                       | Full Prior Acts Coverage   |                      |
| Item 10.  | <b>Continuity Date</b>  | June 01, 2024  |                      |
| Item 11.  | <b>Choice of Law</b>  | Georgia  |                      |



| Item 12. | Endorsements and Forms at Inception |   |                           |
|----------|-------------------------------------|---|---------------------------|
|          | #                                   | Name of Endorsement   | Coalition Reference #     |
|          |                                     | DECLARATIONS  | CYUSP-50DC-0125-01        |
|          |                                     | SIGNATURE PAGE - USA  | CYUSP-00NT-000002-0725-03 |
|          |                                     | SIGNATURE PAGE ARCH   | CYUSP-00NT-000006-0922-00 |
|          |                                     | SIGNATURE PAGE FORTEGRA   | CYUSP-00NT-000003-0323-01 |
|          |                                     | SIGNATURE PAGE VANTAGE  | CYUSP-50NT-000007-0225-01 |
|          |                                     | SIGNATURE PAGE ASPEN SPECIALTY INSURANCE COMPANY  | CYUSP-50NT-000003-0124-01 |
|          |                                     | COALITION ACTIVE CYBER POLICY   | CYUSP-50PF-0125-01        |
|          | 1                                   | QUOTA SHARE ENDORSEMENT   | CYUSP-50EN-000085-0125-01 |
|          | 2                                   | SERVICE OF SUIT ENDORSEMENT   | CYUSP-50EN-000090-0125-02 |
|          | 3                                   | ENHANCED SYSTEMS FAILURE ENDORSEMENT  | CYUSP-50EN-000116-0125-01 |
|          | 4                                   | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  | CYUSP-50EN-000109-0125-01 |
|          | 5                                   | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT   | CYUSP-50EN-000110-0125-01 |
|          | 6                                   | SINGLE HIGHEST RETENTION/DEDUCTIBLE ENDORSEMENT/PRO RATA SHARING OF LIMITS COALITION PREFERRED - CYBER & EXECUTIVE RISK | CYUSP-50EN-000088-0125-01 |
|          | 7                                   | ENHANCED PRIVACY LIABILITY ENDORSEMENT  | CYUSP-50EN-000030-0125-02 |
|          | 8                                   | RENEWAL LIBERALIZATION CLAUSE ENDORSEMENT   | CYUSP-50EN-000112-0125-01 |
|          | 9                                   | GEORGIA CHANGES   | CYUSP-50EN-GA0001-0125-01 |

THIS DECLARATIONS IS ATTACHED TO AND FORMS PART OF THE POLICY.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED OFFICIALLY BELOW.

\_\_\_\_\_  
 Authorized Representative

September 09, 2025

\_\_\_\_\_  
 Date

Coalition Insurance Solutions, Inc.



Coalition Insurance Solutions, Inc.  
GA License No. 196479  
44 Montgomery Street, Suite 4210  
San Francisco, CA 94104

IN WITNESS WHEREOF, Fireman's Fund Indemnity Corporation has caused this policy to be signed by its President and Secretary.

A handwritten signature in blue ink, appearing to be "S.A.", written above a horizontal line.

President

A handwritten signature in blue ink, appearing to be "Ellen [unclear]", written above a horizontal line.

Secretary



Coalition Insurance Solutions, Inc.  
GA License No. 196479  
44 Montgomery Street, Suite 4210  
San Francisco, CA 94104

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "Brian D. First".

---

Brian D. First  
President

A handwritten signature in black ink that reads "Regan A. Shulman".

---

Regan Shulman  
Secretary



Coalition Insurance Solutions, Inc.  
GA License No. 196479  
44 Montgomery Street, Suite 4210  
San Francisco, CA 94104

IN WITNESS WHEREOF, Fortegra Specialty Insurance Company has caused this policy to be signed by its President and Secretary at Jacksonville, Florida, and countersigned on the declarations page by a duly authorized representative of the named insured.

A handwritten signature in black ink, appearing to read "RJ S 15", written over a horizontal line.

President

A handwritten signature in black ink, appearing to read "John Smith", written over a horizontal line.

Secretary



Coalition Insurance Solutions, Inc.  
GA License No. 196479  
44 Montgomery Street, Suite 4210  
San Francisco, CA 94104

In witness whereof, Vantage Risk Specialty Insurance Company has caused this policy to be signed by its secretary and president.

A handwritten signature in blue ink that reads "Bobbi Anderson".

Bobbi Anderson, Secretary

A handwritten signature in blue ink that reads "Greg Hendrick".

Greg Hendrick, President



Coalition Insurance Solutions, Inc.  
GA License No. 196479  
44 Montgomery Street, Suite 4210  
San Francisco, CA 94104

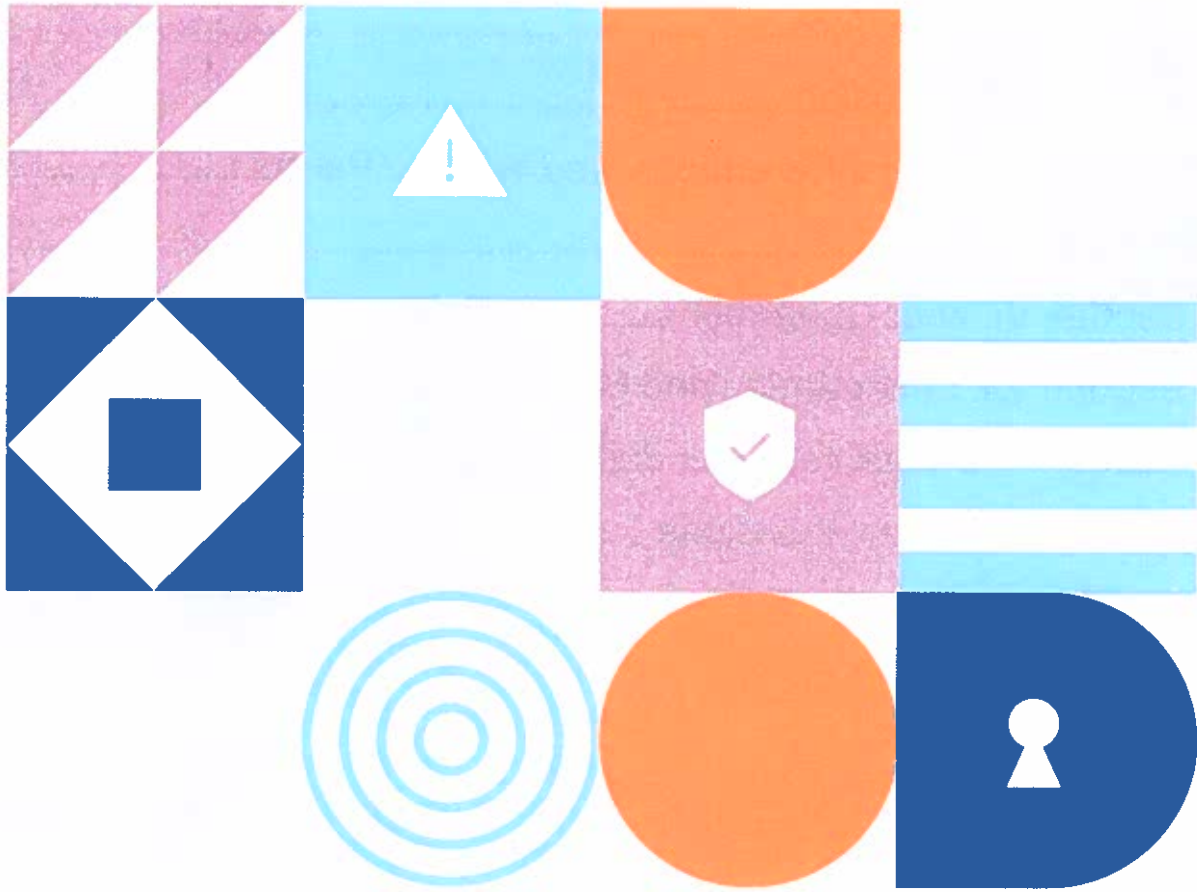
IN WITNESS WHEREOF, Aspen Specialty Insurance Company has caused this policy to be signed by its President and Secretary.

A handwritten signature in blue ink, appearing to read "Ryan Lee", positioned above a horizontal line.

President

A handwritten signature in blue ink, appearing to read "J. Lee", positioned above a horizontal line.

Secretary



# Coalition Active Cyber Policy



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# Coalition Active Cyber Policy

As an active Coalition policyholder, the **Named Insured** is provided access to **Coalition Control**<sup>®</sup> to help detect, assess, and mitigate cyber risk.

Visit <https://www.coalitioninc.com/control> to access **Coalition Control**.

Please note that certain bolded terms in this Policy are defined in Section II. Definitions and have special meaning. These terms may appear in singular or plural forms, depending on the context. Throughout the Policy, "we," "us," and "our" refer to Coalition Insurance Services and the insurer(s) providing this insurance, and "Declarations" refers to the Coalition Active Cyber Policy Declarations.

This Policy applies only to the Insuring Agreements and coverages purchased by the **Named Insured**, as specified in Item 5 of the Declarations.

In consideration of the payment of the premium and in reliance upon all statements and information in the **application**, and subject to the Declarations, applicable Limits of Liability and Retention(s), as well as all terms, conditions, limitations, and other provisions of this Policy (including any endorsements), we agree with the **Named Insured** as follows:

## Section I. Insuring Agreements

### First Party Coverages

Insurance provided under First Party Coverages applies to **incidents** first discovered by **you** during the **policy period** and reported to us in accordance with the terms of this Policy.

### Active Risk Control Coverages

#### A. Rapid Response Services

We will provide the **Insured Organization** with the following services at no cost in response to an actual or suspected **security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud**, first discovered by **you** during the **policy period**:

1. access to the 24/7 Hotline specified in Item 8 of the Declarations;
2. two-hour legal consultation with a law firm from our **panel providers**; and
3. initial consultation, advice, remote support, and assistance from Coalition Incident Response.

The above "Rapid Response Services" are not subject to a retention and will not erode the Aggregate Policy Limit of Liability.

Rapid Response Services do not include the costs and expenses of any service covered under any other First Party Coverages in this Policy. If Coalition Incident Response is not available to provide the services described in part 3 of this Insuring Agreement, these services will be provided by a **panel provider**. The services provided in part 3 of this Insuring Agreement shall not exceed two hours, and any ongoing assistance thereafter will be considered **breach response costs** and are subject to the applicable Limit of Liability.

#### B. Breach Response Costs

We will pay on behalf of the **Insured Organization** for **breach response costs** resulting from an actual or suspected **security failure** or **data breach** first discovered by **you** during the **policy period**.

#### C. Ransomware and Cyber Extortion

We will pay on behalf of the **Insured Organization** for **cyber extortion expenses** resulting from **cyber extortion** first discovered by **you** during the **policy period**.



## D. Data Recovery and Computer Replacement Costs

We will pay on behalf of the **Insured Organization** for **data recovery and computer replacement costs** that the **Insured Organization** incurs resulting from a **security failure** first discovered by you during the **policy period**.

## Business Interruption Coverages

### E. Direct Business Interruption

We will pay **business interruption loss** sustained, and **extra expenses** incurred, by the **Insured Organization** during the **indemnity period** directly resulting from a **service disruption** for a period longer than the **waiting period** caused by a:

1. **security failure;**
2. **systems failure;** or
3. **voluntary shutdown;**

provided, such **service disruption** first occurs during the **policy period**.

However, a **reduced waiting period** specified in Item 5 of the Declarations will apply to any interruption of the **Insured Organization's** business operations resulting from a **service disruption** caused by a **denial of service attack**, if, at the time of the attack, the **Insured Organization** is utilizing a DDoS Mitigation Provider from our list of **panel providers** to mitigate its effect.

### F. Contingent Business Interruption

We will pay **business interruption loss** sustained, and **extra expenses** incurred, by the **Insured Organization** during the **indemnity period** directly resulting from a **service disruption** for a period longer than the **waiting period** caused by an:

1. **IT Provider security failure;**
2. **IT Provider systems failure;**
3. **Non-IT Provider security failure;**
4. **Non-IT Provider systems failure;** or
5. **voluntary shutdown;**

provided, such **service disruption** first occurs during the **policy period**.

### G. Reputational Harm Loss

We will pay for **reputational harm loss** sustained by the **Insured Organization** directly resulting from an **adverse publication** first published during the **policy period**, specifically concerning a **security failure, systems failure, data breach, cyber extortion, or privacy liability** first discovered by you during the **policy period**.

### H. Proof of Loss Preparation

We will pay **proof of loss preparation expenses** on behalf of the **Insured Organization**.

## Cyber Crime Coverages

### I. Funds Transfer Fraud and Social Engineering

We will pay for **funds transfer loss** incurred by the **Insured Organization** resulting from a **funds transfer fraud** first discovered by you during the **policy period**.

A **Reduced FTF Retention** will apply to any **funds transfer fraud** reported to us within 72 hours after the initial transfer of money or securities and in accordance with the terms of this Policy.

### J. Service Fraud Including Cryptojacking

We will pay on behalf of the **Insured Organization** for **service fraud loss** resulting from a **security failure** first discovered by you during the **policy period**.



### **K. Impersonation Repair**

We will pay **impersonation repair costs** incurred by the **Insured Organization** resulting from an **impersonation fraud** first discovered by **you** during the **policy period**.

### **L. Invoice Manipulation**

We will reimburse the **Insured Organization** for **invoice manipulation loss** incurred by the **Insured Organization** resulting from any **invoice manipulation** first discovered by **you** during the **policy period**.

## **Third Party Liability Coverages**

Insurance provided under Third Party Liability Coverages, is on a claims-made and reported basis and applies only to **claims**: (i) first made against **you** during the **policy period** (or any applicable Optional Extended Reporting Period) for **events** that first occur on or after the **retroactive date** and before the end of the **policy period**; and (ii) reported to us in accordance with the terms of this Policy. **Claim expenses** reduce the applicable Limits of Liability, are subject to retentions, and may exhaust the applicable Limits of Liability.

## **Cyber Liability Coverages**

### **M. Network Security and Privacy Liability**

We will pay on **your** behalf **damages** and **claim expenses** that **you** become legally obligated to pay resulting from a **claim** made against **you** for a **security failure, data breach, or privacy liability**.

### **N. Regulatory Actions**

We will pay on **your** behalf **regulatory loss** and **claim expenses** that **you** become legally obligated to pay resulting from a **claim** made against **you** in the form of a **regulatory proceeding**.

### **O. PCI Fines and Assessments**

We will pay on behalf of the **Insured Organization** any **PCI fines and assessments** and **claim expenses** it is legally obligated to pay, resulting from a **claim** made against **you** for a **data breach** compromising payment card data.

### **P. Funds Transfer Liability**

We will pay on **your** behalf **funds transfer liability loss** and **claim expenses** that **you** become legally obligated to pay resulting from a **claim** made against **you** for a **funds transfer liability**.

## **Technology E&O and Media Liability Coverages**

### **Q. Technology Errors and Omissions**

We will pay on **your** behalf **damages** and **claim expenses** that **you** become legally obligated to pay resulting from a **claim** made against **you** for a **technology wrongful act**.

### **R. Media Liability**

We will pay on **your** behalf **damages** and **claim expenses** that **you** become legally obligated to pay resulting from a **claim** made against **you** for a **media wrongful act**.

## **Additional Benefits**

### **S. Court Attendance**

We will pay **you** for **court attendance costs** up to the Total Limit in Item 5.S.i of the Declarations, subject to the Per day, per person limit in Item 5.S.ii of the Declarations.

### **T. Criminal Reward**

We will pay on behalf of the **Insured Organization** for **criminal reward costs**.



## Section II. Definitions

### Additional Insured

Means any person or entity that the **Insured Organization** has agreed to add as an additional insured under this Policy through a written contract or agreement, but only if the contract or agreement was executed before the date the **Insured Organization** first committed the alleged acts, errors, or omissions.

### Adverse Publication

Means any report or communication to the public through any media format (including television, print media, radio, internet, and social media) by a third party of information previously unavailable to the public, specifically concerning a **security failure, systems failure, data breach, cyber extortion, or privacy liability**.

Multiple **adverse publications** relating to the same **security failure, systems failure, data breach, cyber extortion, or privacy liability** shall be considered a single **adverse publication** and will be deemed to have occurred on the date of the first such **adverse publication**.

### AI Security Event

Means the failure of security of the applicable **computer systems, IT Provider computer systems, or Non-IT Provider computer systems**, caused by any malicious use of artificial intelligence technology, including through the use of machine learning or prompt injection exploits.

### Application

Means all applications, including any attachments thereto and supplemental information, submitted to us by or on behalf of the **Named Insured** in connection with the underwriting of this Policy.

### Betterment Allowance

Means the costs to:

1. upgrade or enhance covered computer software that is damaged, destroyed, lost, altered, or corrupted, with more secure software; and
2. replace computers or any associated equipment or devices with a more secure functionally equivalent item(s).

Provided, however, that the **betterment allowance** cannot exceed an additional 25% of the cost that would have been incurred to restore or replace the covered **digital assets, computers, or associated equipment or devices** to the level or condition which existed prior to the **security failure**.

### Breach Notice Law

Means any statute or regulation that requires:

1. notice to individuals whose **personally identifiable information** was, or reasonably likely to have been accessed or acquired by an unauthorized person; or
2. notice to regulatory agencies of such an incident.

### Breach Response Costs

Means the following reasonable and necessary costs, fees, and expenses **you** incur with our prior written consent in response to an actual or suspected **security failure or data breach**:

1. for a computer forensic professional to determine the existence, cause, and extent of a **security failure or data breach**;
2. for an attorney to advise **you** on **your** investigation of a **security failure or data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify individuals or applicable regulatory agencies of such **security failure or data breach**;
3. for an attorney to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **data breach** compromising payment card data, and



- the related requirements under a merchant service agreement, including a PCI forensic investigator when required under such merchant service agreement;
4. to notify individuals affected or reasonably believed to be affected by such **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or email;
  5. to provide government mandated public notices related to such **security failure** or **data breach**;
  6. to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such **data breach**;
  7. to provide identity theft restoration services to those individuals affected by such **data breach**;
  8. for public relations or crisis management consulting to mitigate reputational harm to the **Insured Organization**;
  9. to provide notification of a **security failure** or **data breach** to individuals on a voluntary basis to minimize potential harm;
  10. for media purchasing or for printing or mailing materials intended to inform the general public about the **security failure** or **data breach** to mitigate reputational harm to the **Insured Organization**;
  11. **SEC cybersecurity disclosure costs**; and
  12. for other costs we approve in advance at our sole discretion to mitigate or reduce any costs, fees, or expenses that would otherwise be covered under parts 1 - 11 immediately above.

You have our prior consent to incur **breach response costs** under parts 1, 2, and 3 with any firm from our list of **panel providers**. All **breach response costs** must be incurred within two years of **your** first discovery of the actual or suspected **security failure** or **data breach**.

## Business Interruption Loss

Means:

1. the net profit before income taxes that would have been earned had no **service disruption** occurred, or the net loss before income taxes that would not have been incurred had no **service disruption** occurred; plus
2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the **indemnity period**.

**Business Interruption Loss** does not include:

- i. net profit likely to have been earned from increased volume due to favorable business conditions caused by network security failures affecting other businesses;
- ii. liability to any third party;
- iii. loss of market or any other consequential loss;
- iv. revenue that is delayed but not lost; or
- v. **loss** covered under any other Insuring Agreement.

## Claim

Means:

1. a written demand for monetary or non-monetary relief received by **you**, including the service of a suit or institution of arbitration proceedings;
2. for Section I.N. Regulatory Actions only, a **regulatory proceeding** received by **you**;
3. for Section I.O. PCI Fines and Assessments only, a written demand received by **you** for **PCI fines and assessments**; or
4. a written request received by **you** to toll or waive a statute of limitations applicable to a potential **claim** described in part 1 of this definition.



All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.

## Claim Expenses

Means:

1. reasonable and necessary legal fees, expenses, or costs incurred to defend a **claim**, including the investigation, defense and appeal of such **claim**; and
2. any premiums on appeal bonds, provided that we will not be obligated to apply for or furnish such appeal bonds.

**Claim expenses** does not include:

- i. any compensation, benefit expenses or overhead of, or paid to, any **Insured**; or
- ii. costs to comply with any court or regulatory orders, settlements, or judgments.

## Coalition Control

Means Coalition's current version of its proprietary cybersecurity platform designed to help policyholders identify, assess, and mitigate cybersecurity exposures. Current **Coalition Control** offerings include:

1. *External Attack Surface Monitoring* with regular scans and vulnerability reviews to detect risks across a policyholder's external digital footprint, including digital assets, applications and related services, data security threats, business email compromise and other phishing exposures;
2. *Personalized Cyber Risk Assessment* of the policyholder's threat surfaces with guidance on how to remediate vulnerabilities;
3. *Security Alerts* identifying critical vulnerabilities to help protect the policyholder's business;
4. *Integrations* to seamlessly connect with certain cloud-based platforms, enabling a unified view of cyber risk; and
5. *Expert Guidance* provided by Coalition's in-house security team to assist in mitigating identified cyber risk.

Additional services are available to the **Named Insured** through **Coalition Control**. It is at the **Named Insured's** sole discretion to engage such additional services, which may require entering into a written agreement and accepting the attendant fee structure.

Visit: <https://www.coalitioninc.com/security-offerings> for a current list of additional services.

## Computer Systems

Means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software, including SCADA and Industrial Control Systems;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices;

by which electronic data is collected, transmitted, processed, stored, backed up, or retrieved, and that are:

- i. owned or leased by, and under the operational control of:
  - a. the **Insured Organization**; or
  - b. an **employee, senior executive, or independent contractor**, while such person is acting on behalf of, and within the scope of, the **Insured Organization's** business operations; or



- ii. under the operational control of a third party, but only for providing hosted computer services to the **Insured Organization** pursuant to a written contract between such third party and the **Insured Organization**.

However, **computer systems** do not include part ii of this definition for the coverages provided under Sections I.E. Direct Business Interruption, I.F. Contingent Business Interruption, and I.G. Reputational Harm Loss.

### Continuity Date

Means the date specified in Item 10 of the Declarations. If a **subsidiary** is acquired during the **policy period**, the continuity date for that **subsidiary** will be the date the **Named Insured** acquired **management control** over that **subsidiary**.

### Court Attendance Costs

Means the reasonable costs and expenses incurred by an **Insured** for attending at our request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defense of any **claim**.

### Criminal Reward Costs

Means any amount paid by us to a third party for information that leads to the arrest and conviction of any person(s) responsible for any illegal act which resulted in a covered **loss** under this Policy.

### Cyber Extortion

Means:

1. any threat made against **you** to:
  - a. restrict or inhibit access to **computer systems**;
  - b. introduce malicious code into **computer systems**;
  - c. steal, misuse, sell, or disclose **personally identifiable information, digital assets, or third party corporate information** in **your** care, custody, or control, and stored on **computer systems**;
  - d. alter, damage, or destroy any **digital asset**;
  - e. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using **computer systems** without **your** permission, authorization, or consent; or
2. any act related to the continuation or furthering of any action already commenced as specified in part 1 above;

where such threat or act is made for the purpose of demanding payment from **you**.

### Cyber Extortion Expenses

Means the following reasonable and necessary costs incurred with our prior written consent to respond to **cyber extortion**:

1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion**; and
2. any costs incurred to acquire, negotiate, and make or attempt to make the payment in part 1 above.

The value of **cyber extortion expenses** will be determined as of the date **cyber extortion expenses** are paid.

### Cyber Operation

Means the use of computer systems by, at the direction of, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a computer system of or in another sovereign state.



## Damages

Means a monetary judgment, award, or settlement (including awards of pre- and post-judgment interest) that **you** are legally obligated to pay. **Damages** include any punitive, multiple, or exemplary damages insurable under the law in any applicable jurisdiction where this Policy is construed to most favor coverage for such **damages**.

**Damages** does not include:

1. costs to comply with orders granting injunctive or equitable relief;
2. liquidated damages, contractual service credits or penalties, but only to the extent such liquidated damages, contractual service credits or penalties exceed the amount for which the **insured** would have been legally liable in the absence of any agreement to pay such liquidated damages, contractual service credits or penalties;
3. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits;
4. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
5. discounts, coupons, prizes, awards, or other incentives offered by **you**;
6. fines, costs, assessments, or other amounts **you** are responsible to pay under a merchant service agreement;
7. **regulatory loss** or **funds transfer liability loss**; or
8. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

## Data Breach

Means the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in a manner that is unauthorized by **you** including resulting from a **security failure**.

## Data Recovery and Computer Replacement Costs

Means the reasonable and necessary costs the **Insured Organization** incurs, with our prior written consent, to:

1. replace, restore, or recreate **digital assets** that are damaged, destroyed, lost, altered, or corrupted: (i) to the level or condition at which such **digital assets** existed prior to the **security failure**; or (ii) with the most current version of **digital assets** if the cost is substantially equivalent to (or less than) the original cost of **digital assets**. If such **digital assets** cannot be replaced, restored, or recreated, then the costs will be limited to the actual, reasonable, and necessary costs incurred to make this determination; and
2. restore or replace bricked computers or any associated equipment or devices owned or leased by the **Insured Organization**, and that are under its operational control, due to the corruption of firmware rendering the devices non-functional for their intended purpose.

**Data Recovery and Computer Replacement Costs** include a **betterment allowance** for **digital assets** and bricked computers or any associated equipment or devices covered in parts 1 and 2 of this definition.

**Data Recovery and Computer Replacement Costs** do not include:

- i. the economic or market value of **digital assets**, including trade secrets;
- ii. costs to re-perform any work product contained within **digital assets**;
- iii. costs incurred to acquire or install **digital assets** that did not exist immediately prior to the **security failure**, except as otherwise covered **betterment allowance**; or
- iv. costs incurred to restore or replace computers or any associated equipment or devices to a level beyond which existed immediately prior to the **security failure**, except as otherwise covered **betterment allowance**.



## Denial of Service Attack

Means a malicious attack that makes **computer systems** unavailable to their intended users by disrupting the services of a **host you** use by directing an excessive volume of electronic data to that host.

## Dependent Business

Means an entity, other than an **Insured**, that provides necessary products or services (other than hosted computer services) to the **Insured Organization** under a written contract with the **Insured Organization**.

An entity will not be considered a **Dependent Business** if it operates as:

1. a public utility (including providers of electricity, power, oil, gas, or water, or telecommunication services);
2. an internet service provider (including providers of internet connectivity);
3. Domain Name System ("DNS");
4. Certificate Authority ("CA"); or
5. a securities or exchange market.

## Digital Asset

Means any of **your** electronic data or computer software that resides in **computer systems**.

## Employee

Means any person employed by the **Insured Organization** as a permanent, part-time, seasonal, leased, or temporary employee, intern, or volunteer, but only while acting on behalf of, and in the scope of, the business operations of the **Insured Organization**.

## Essential Service

Means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services, or utility services.

## Event

Means an **incident, privacy liability, media wrongful act, technology wrongful act, or funds transfer liability**.

All **events** that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single **event** occurring on the date the first such **event** occurred.

## Extra Expenses

Means reasonable and necessary expenses incurred by the **Insured Organization** to minimize or avoid **business interruption loss** in excess of those expenses that the **Insured Organization** would have incurred had no **service disruption** occurred.

Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as the applicable **business interruption loss**.

## Funds Transfer Fraud

Means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you** or **your** financial institution to:

1. debit, or to instruct to authorize to debit, an account held by the **Insured Organization**, and to transfer, pay, or deliver money or securities from such account; or
2. transfer or deliver tangible property owned by the **Insured Organization**;

which instruction purports to have been transmitted by **you** or **your** existing vendors, business partners, or clients, and impersonates such party (including through the use of deepfakes), but was transmitted by someone other than **you** or **your** existing vendors, business partners, or clients, and without such party's



knowledge or consent. "Financial institution" does not include any entity, institution, or organization that is an **insured**.

### Funds Transfer Liability

Means distribution of fraudulent wire transfer or payment instructions which purport to have been transmitted by **you** and direct **your** existing vendors, business partners, or clients to transfer funds to a third party, but was transmitted by someone other than **you** as the result of a **security failure**.

### Funds Transfer Liability Loss

Means a monetary judgment or award that **you** are legally obligated to pay, or a settlement agreed to by **you** and us, because of the transfer of money, securities, or digital currencies by any of **your** existing vendors, business partners, or clients to a third party as the direct result of a **funds transfer liability**.

### Funds Transfer Loss

Means:

1. loss of money, securities, or tangible property directly resulting from **funds transfer fraud**; and
2. reasonable and necessary costs, fees, and expenses incurred with our prior written consent to mitigate or reduce the amount of loss covered in part 1 above, including, if necessary, the cost of retaining a third party to pursue a clawback of transferred funds.

### Impacted State

Means a sovereign state where a **cyber operation** has had a major detrimental impact on:

1. the functioning of that sovereign state due to disruption to the availability, integrity, or delivery of an **essential service** in that sovereign state; and/or
2. the security or defense of that sovereign state.

### Impersonation Fraud

Means fraudulent electronic communications or websites designed to impersonate the **Insured Organization** or any of the **Insured Organization's** products, provided such communications or websites do not arise out of or result from a **security failure**.

### Impersonation Repair Costs

Means:

1. the costs to retain a law firm and public relations firm from our **panel providers**, with our prior written consent, to create and publish a press release or establish a website in order to advise the **Insured Organization's** customers and prospective customers of an **impersonation fraud**;
2. the cost to reimburse the **Insured Organization** for payment the **Insured Organization** made to its existing customers for their loss of money or tangible property directly resulting from an **impersonation fraud**; and
3. the costs to retain a third party, with our prior written consent, to remove any websites designed to impersonate the **Insured Organization**.

### Incident

Means **adverse publication, cyber extortion, data breach, funds transfer fraud, impersonation fraud, invoice manipulation, IT Provider security failure, Non-IT Provider security failure, IT Provider systems failure, Non-IT Provider systems failure, security failure, service disruption, systems failure, and voluntary shutdown**.

All **incidents** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **incident** discovered on the date on which the earliest **incident** was first discovered by **you**.

With respect to the Business Interruption Coverages, all such **incidents** will be deemed to have occurred at the time the earliest **incident** was first discovered by **you**, even if such **incident** is deemed to have occurred prior to inception of the **policy period**.



## Indemnity Period

Means the period of time that:

1. begins on the date and time the **service disruption** first occurs; and
2. ends on the earlier of the date and time the interruption to the **Insured Organization's** business operations resulting from the **service disruption**: (i) ends; or (ii) could have ended had **you** acted with due diligence and dispatch.

However, in no event will the **indemnity period** exceed 180 days.

## Independent Contractor

Means a natural person performing services for the **Insured Organization** under a written contract between that person and the **Insured Organization**, but only for services performed within the normal scope of duties on behalf of the **Insured Organization**.

## Insured, You, or Your

Means:

1. the **Insured Organization**;
2. any past, present, or future **employees** and **senior executives**;
3. any **independent contractor**;
4. with respect to the Third Party Liability Coverages only, any **additional insured**, but only for **claims** against such **additional insured** arising solely out of the acts, errors, or omissions of the **Insured Organization**;
5. the estates, heirs, legal representatives, or assignees of any **employee** or **senior executive** in the event of the death, incapacity, insolvency, or bankruptcy of such **employee** or **senior executive**, but only to the extent such **employee** or **senior executive** would otherwise be provided coverage under this Policy; and
6. the spouse, domestic partner, or civil partner of any **employee** or **senior executive**, but solely for their liability resulting from a **claim** against the **employee** or **senior executive**, in their capacity as such.

## Insured Organization

Means the **Named Insured** and any **subsidiary**.

## Invoice Manipulation

Means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a **security failure**.

## Invoice Manipulation Loss

Means the direct net costs incurred by the **Insured Organization** to provide goods, products, or services to a third party for which the **Insured Organization** is unable to collect payment, because such goods, products, or services were transferred to the third party as the direct result of **invoice manipulation**.

**Invoice Manipulation Loss** does not include any profit the **Insured Organization** expected to realize as a result of providing such goods, products, or services.

## IT Provider Computer Systems

Means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software, including SCADA and Industrial Control Systems;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and



6. storage and back-up devices,

by which electronic data is collected, transmitted, processed, stored, backed up, or retrieved, and that are operated by a third party, but only for providing hosted computer services to the **Insured Organization** pursuant to a written contract between such third party and the **Insured Organization**.

### **IT Provider Security Failure**

Means the failure of security of **IT Provider computer systems** (including an **AI security event**) which results in:

1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **IT Provider computer systems**;
2. transmission of malicious code into **IT Provider computer systems**;
3. a denial of service attack against **IT Provider computer systems**; or
4. the unauthorized access to or use of **IT Provider computer systems**, including when resulting from password theft.

### **IT Provider Systems Failure**

Means any unintentional and unplanned disruption or failure of **IT Provider computer systems**.

**IT Provider systems failure** does not include any: (i) disruption or failure of **IT Provider computer systems** resulting from an **IT Provider security failure**; or (ii) failure of hosted computer services that extends beyond the services being provided to the **Insured Organization**.

### **Loss**

Means **breach response costs, business interruption loss, claim expenses, court attendance costs, criminal reward costs, cyber extortion expenses, damages, data recovery and computer replacement costs, extra expenses, funds transfer liability loss, funds transfer loss, impersonation repair costs, invoice manipulation loss, PCI fines and assessments, proof of loss preparation expenses, regulatory loss, reputational harm loss, and service fraud loss.**

### **Management Control**

Means:

1. owning interests representing more than 50% of the outstanding voting shares or securities; or
2. having the authority pursuant to by-laws, charter, or other written agreement to elect, appoint or designate the majority of the board of directors, trustees or members of the management committee or management board or functional equivalent of an entity.

### **Media Activities**

Means the publishing, dissemination, transmission, broadcasting, webcasting, podcasting, display or other distribution of **media content** by or on behalf of the **Insured Organization**, to the public, including any social media authorized by the **Insured Organization**.

### **Media Content**

Means any text, sounds, images, graphics, video, or other communications in any format. **Media content** does not include computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such **media content**.

### **Media Wrongful Act**

Means any actual or alleged:

1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts;



3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright, domain name, trademark, trade name, logo, title, metatag, slogan, service mark, or service name; or
6. improper deep-linking or framing within electronic content;

committed by **you**, or by any third party for whom **you** are legally liable, in the course of **media activities**.

### **Named Insured**

Means the individual, partnership, entity, or corporation specified in Item 1 of the Declarations, or by endorsement to this Policy.

### **Non-IT Provider Computer Systems**

Means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software, including SCADA and Industrial Control Systems;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices;

by which electronic data is collected, transmitted, processed, stored, backed up, or retrieved, and which are operated by any **Dependent Business**. **Non-IT Provider computer systems** do not include **IT Provider computer systems**.

### **Non-IT Provider Security Failure**

Means the failure of security of **Non-IT Provider computer systems** (including an **AI security event**) which results in:

1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **Non-IT Provider computer systems**;
2. transmission of malicious code into **Non-IT Provider computer systems**;
3. a denial of service attack against **Non-IT Provider computer systems**; or
4. the unauthorized access to or use of **Non-IT Provider computer systems**, including when resulting from the theft of a password.

### **Non-IT Provider Systems Failure**

Means any unintentional and unplanned disruption or failure of **Non-IT Provider computer systems**.

**Non-IT Provider systems failure** does not include any disruption or failure of **Non-IT Provider computer systems** resulting from: (i) a **Non-IT Provider security failure**; or (ii) the failure of any third party technology or cloud service provider that extends beyond the **Non-IT provider computer systems**.

### **Panel Providers**

Means those firms listed on our website at [www.coalitioninc.com/panel](http://www.coalitioninc.com/panel).

### **PCI Fines and Assessments**

Means the direct monetary fines and assessments for fraud recovery, operational expenses (including card reissuance fees and notification of cardholders), and case management fees owed by the **Insured Organization** under the terms of a merchant service agreement as a result of a **data breach**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.



## Personally Identifiable Information

Means information about an individual that is required by any local, state, federal or foreign law or regulation to be protected from unauthorized access, acquisition, or disclosure.

## Policy Period

Means the period of time specified in Item 2 of the Declarations, subject to any cancellation prior to the expiration date. The **policy period** specifically excludes any Optional Extended Reporting Period.

## Pollutants

Means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic or electromagnetic field of any frequency. **Pollutants** also include, without limitation, materials to be recycled, reconditioned, or reclaimed.

## Privacy Law

Means any local, state, federal, or foreign law, statute, or regulation that requires entities that collect, process, use, or maintain **personally identifiable information** to adopt specific privacy or security controls, maintain a publicly accessible privacy policy, or notify individuals if their **personally identifiable information** has potentially been compromised.

## Privacy Liability

Means **your** actual or alleged:

1. failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**;
2. failure to comply with those provisions in the **Insured Organization's privacy policy** that specifically:
  - a. state the procedures in place to prevent the loss of **personally identifiable information**;
  - b. prohibit or restrict the collection, disclosure, sharing, or selling of an individual's **personally identifiable information**; or
  - c. requires **you** to give access to **personally identifiable information** or to amend, delete, or change **personally identifiable information** after a request is made by the concerning individual;

provided that the **Insured Organization** had, at the time of such failure, a **privacy policy** addressing parts 2.a – 2.c that are relevant to the **claim**;

3. violation of a **privacy law** regarding the collection, disclosure, sharing, selling, or use of **personally identifiable information**; or
4. failure to administer an identity theft prevention program or an information disposal program pursuant to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, as amended, or any similar state or federal law.

## Privacy Policy

Means the **Insured Organization's** public written policies governing the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.

## Proof of Loss Preparation Expenses

Means reasonable and necessary costs **you** incur, with our prior written consent, for a third-party forensic accounting firm to prepare a proof of loss for **business interruption loss**, **reputational harm loss**, and **extra expense** as required by Section VI.E. Proof of Loss.

## Reduced FTF Retention

Means the amount specified in Item 5 of the Declarations.



## Reduced Waiting Period

Means the number of hours specified in Item 5 of the Declarations.

## Regulatory Loss

Means any civil monetary fines or penalties imposed in a **regulatory proceeding**, including any monetary amount **you** must deposit in a consumer redress fund due to an adverse judgment or settlement of a **regulatory proceeding**. The insurability of these fines and penalties is determined by the law in any applicable jurisdiction where this Policy is construed to most favor coverage for such **regulatory loss**.

**Regulatory loss** does not include costs to comply with orders granting injunctive or equitable relief, including costs to establish or improve privacy or security practices, or costs related to audit, reporting, or compliance.

## Regulatory Proceeding

Means a request for information, civil investigative demand, or civil proceeding commenced by serving a notice, complaint, or similar pleading, brought or made by any local, state, federal, or foreign governmental entity in such entity's regulatory or official capacity, arising from a **security failure, data breach, or privacy liability**. A **regulatory proceeding** does not include any criminal demands, requests, proceedings or investigations.

## Reputational Harm Loss

Means the net profit before income taxes that would have been earned during the **reputational indemnity period** if no **adverse publication** had occurred, or the net loss before income taxes that would not have been incurred during the **reputational indemnity period** if no **adverse publication** had occurred.

**Reputational harm loss** does not include:

1. liability to any third party;
2. legal expenses, fees, or costs of any type;
3. **business interruption loss or extra expenses**;
4. net profit before income taxes that would likely have been earned from increased volume due to favorable business conditions caused by the impact of network security failures or data privacy events impacting other businesses;
5. revenue that is delayed but not lost; or
6. loss of market or other consequential loss.

## Reputational Indemnity Period

Means the 180 day period that begins on the date the **adverse publication** is first published.

## Retroactive Date

Means the date specified in Item 9 of the Declarations.

## SEC Cybersecurity Disclosure Costs

Means:

1. legal fees and expenses to:
  - a. advise whether an actual or reasonably suspected **security failure or data breach** should be reported as a material cybersecurity incident on Form 8-K (or Form 6-K for foreign private issuers);
  - b. prepare and file such Form 8-K or Form 6-K disclosing the material cybersecurity incident, including any required amendments thereto; and
2. filing fees related to part 1.b of this definition;

pursuant to the Securities Exchange Act of 1934, as amended.

## Security Failure

Means the failure of security of **computer systems** (including an **AI security event**) which results in:



1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
2. transmission of malicious code to **computer systems** or from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **Insured Organization**;
3. a **denial of service attack**; or
4. the unauthorized access to or use of **computer systems**, including when resulting from stolen credentials.

### Senior Executive

Means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on behalf of, and in the scope of, the business operations of the **Insured Organization**.

### Service Disruption

Means the interruption of the **Insured Organization's** business operations resulting from:

1. with respect to Section I.E. Direct Business Interruption, the partial or complete interruption of **computer systems**; or
2. with respect to Section I.F. Contingent Business Interruption, the partial or complete interruption of the applicable **IT Provider computer systems** or **Non-IT Provider computer systems**.

### Service Fraud Loss

Means the unauthorized use of **computer systems** by a third party (including for cryptojacking) that directly results in additional charges incurred by the **Insured Organization** for electricity, natural gas, oil, internet use, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, or telephony services.

However, **service fraud loss** includes only those additional charges:

1. which are billed to the **Insured Organization** in a billing statement pursuant to a written contract or agreement with the **Insured Organization** that was executed before the unauthorized use of **computer systems** first occurred; and
2. are not charged as a flat fee that does not scale with the rate or use of the respective utility or service provider.

### Subsidiary

Means:

1. any entity that on or before the inception date of this Policy the **Named Insured**, directly or indirectly has **management control**, and for which the **Named Insured** has recognized the annual gross revenues of such entity in the **application** for this Policy;
2. any entity that during the **policy period**, the **Named Insured** acquires **management control**, provided that the annual gross revenues of such acquired entity do not exceed 20% of the **Insured Organization's** annual gross revenues; and
3. any entity that during the **policy period**, the **Named Insured** acquires **management control** whose annual gross revenues exceed 20% of the **Insured Organization's** annual gross revenues, but only for 90 days after the **Insured Organization** gains **management control** or until the end of the **policy period**, whichever is earlier. Coverage beyond such period will only be available if:
  - a. the **Named Insured** provides us written notice of the full particulars of such acquired entity within 90 days after the **Insured Organization** gains **management control** over such entity;
  - b. we agree to amend this Policy by endorsement to add such entity as a **subsidiary**; and
  - c. **you** agree to any additional premium and amendments to this Policy relating to such acquired entity.



An entity ceases to be a **subsidiary** on the date that the **Named Insured** ceases to have **management control** over such entity.

## Systems Failure

Means any unintentional and unplanned disruption or failure of **computer systems**.

**Systems failure** does not include any disruption or failure of **computer systems** resulting from: (i) a **security failure** or the failure of computer security of any third party's computer system; or (ii) the failure of any third party technology or cloud service provider that extends beyond the **Insured Organization's computer systems**.

## Technology Products

Means computer or telecommunications hardware or software products, or related components or products (including software updates, service packs, and other maintenance releases for such products) that are:

1. created, designed, or manufactured by the **Insured Organization** for others; or
2. distributed, sold, licensed, or leased by the **Insured Organization** to others.

## Technology Services

Means computer and electronic technology services, including data backup and processing, Internet and mobile services, email services, Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), Network as a Service (NaaS), data and application hosting, computer systems analysis, technology and security consulting and training, custom software programming, computer and software systems installation and integration, computer and software support, and network management services, performed by the **Insured Organization** for others.

## Technology Wrongful Act

Means any actual or alleged negligent act, error, omission, misstatement, misleading statement, breach of duty, or unintentional breach of a contractual obligation by **you**, or by any other person for whom the **Insured Organization** is legally responsible:

1. in the performance of or failure to perform **technology services**; or
2. that results in:
  - a. the failure of **technology products** to perform as intended; or
  - b. software copyright infringement by **you** with respect to **technology products**.

## Third Party Corporate Information

Means any confidential or proprietary business information of a third party that is:

1. in **your** care, custody, or control;
2. not available to the general public; and
3. for which **you** are contractually or legally obligated to maintain in confidence.

However, **third party corporate information** does not include **personally identifiable information**.

## Voluntary Shutdown

Means:

1. with respect to Section I.E. Direct Business Interruption, the voluntary shutdown of **computer systems** by **you** after the discovery of a **security failure** or **systems failure**, with our prior consent, to mitigate **loss** that would otherwise be covered under Section I.E. Direct Business Interruption;
2. with respect to Section I.F. Contingent Business Interruption, the voluntary shutdown by **you** of **your** access or connectivity to **IT Provider computer systems**, with our prior consent, but only:
  - a. in response to an actual and on-going **IT Provider security failure**; and



- b. to the extent necessary to mitigate **loss** that would otherwise be covered under Section I.F. Contingent Business Interruption.

### Waiting Period

Means the number of hours specified in Item 5 of the Declarations.

### War

Means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether **war** be declared or not.

## Section III. Exclusions

This Policy does not apply to any **claim, loss**, or any other amounts based upon, arising out of, or attributable to:

### A. Bodily Injury

Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person. However, this exclusion will not apply to any **claim** for mental anguish or emotional distress under Section I.M. Network Security and Privacy Liability and Section I.R. Media Liability.

### B. Contractual Liability

Any liability or obligation an **Insured** has under any contract, warranty or guarantee.

However, this exclusion will not apply to:

1. liability **you** would have in the absence of such contract, warranty or guarantee;
2. **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third party corporate information**;
3. with respect to a **privacy liability**, any failure to comply with the **Insured Organization's Privacy Policy**;
4. with respect to the coverage provided by Section I.Q. Technology Errors and Omissions, any unintentional breach of a contractual obligation to provide **technology services** or **technology products**; or
5. coverage provided by Section I.O. PCI Fines and Assessments.

### C. Critical Infrastructure

Failure, interruption, or malfunction of any:

1. electrical, mechanical, telecommunications, internet, or satellite infrastructure;
2. utility, including without limitation electricity, power, oil, gas, and water; or
3. financial markets infrastructure, including but not limited to securities or exchange markets;

that is not under the direct operational control of the **Insured Organization**.

### D. Employment Practices and Discrimination

Any actual or alleged:

1. discrimination of any kind; or
2. employer-employee relations, policies, practices, acts, or omissions, including but not limited to any wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim.

However, part 2 of this exclusion will not apply to:

- i. any **claim** under Section I.M. Network Security and Privacy Liability, brought by or on behalf of any individual who is or was employed by the **Insured Organization**; or
- ii. the coverage provided under Section I.B. Breach Response Costs, or Section I.A. Rapid Response Services.



## E. Fraud by a Senior Executive

Any dishonest, fraudulent, criminal, or malicious act or omission or any intentional or knowing violation of the law by any **senior executive** or carried out with the knowledge of any **senior executive**.

However, this exclusion will not apply to **claim expenses** incurred in defending any **claim** alleging the foregoing until and unless a final, non-appealable adjudication in the underlying action establishes such conduct, at which time the **Named Insured** will reimburse us for all **claim expenses** we incurred or paid in defending such **claim**.

Provided that:

1. no conduct or knowledge pertaining to any natural person **insured** will be imputed to any other natural person **insured**; and
2. any conduct or knowledge of a **senior executive** will be imputed to the **Insured Organization**.

## F. Governmental Action

The seizure, confiscation, nationalization, requisition, destruction of, or damage to any property, computer systems, software, or electronic data by order of any governmental or public authority.

## G. Insured v. Insured and Related Entities

Any **claim** made by or on behalf of:

1. an **insured**; however, part 1 of this exclusion will not apply to a **claim** made by:
  - a. a natural person **insured** arising from a **security failure** or **data breach**; or
  - b. an **additional insured**.
2. any business enterprise in which **you** have greater than a 20% ownership interest, or by any parent company or other entity that owns more than 20% of any **Insured**.

## H. Intellectual Property

Any actual or alleged infringement, violation, or misappropriation of any:

1. patent or patent right;
2. copyright (including copyright of software), trademark, trade dress, trade name, service mark, or any other intellectual property right; or
3. trade secret.

However:

- i. part 2 of this exclusion will not apply to any **claim** under Section I.R. Media Liability for a **media wrongful act**;
- ii. part 2 of this exclusion will not apply to any **claim** under Section I.Q. Technology Errors and Omissions for a **technology wrongful act** based upon the infringement of software copyright; and
- iii. part 3 of this exclusion will not apply to any **claim** under Section I.M. Network Security and Privacy Liability for a **security failure** involving **third party corporate information**.

## I. Natural Disaster

Any physical event or natural disaster, including but not limited to fire, flood, earthquake, volcanic eruption, explosion, lightning, solar flare, wind, hail, tidal wave, and landslide.

## J. Nuclear

Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity from any source, including any nuclear reaction, nuclear radiation, or radioactive contamination arising from nuclear fuels, waste, or the combustion or ignition of nuclear fuel.

## K. Pollution

1. any actual or alleged threatened discharge, dispersal, seepage, migration, release, emission, escape or transportation of **pollutants**; or



2. any request, direction, demand, or order to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**, or in any way respond to or assess the effects of **pollutants**.

## L. Prior Acts

Any **event**, act, error, or omission that occurred prior to the **retroactive date**, or any related or continuing **events**, acts, errors, or omissions where the first such **event**, act, error, or omission first occurred prior to the **retroactive date**.

## M. Prior Knowledge

1. any **event**, act, error, or omission, that on or before the **continuity date**, any **senior executive** knew or could have reasonably foreseen might be the basis of a **claim** or **loss** under this Policy; or
2. any **claim**, **event**, or circumstance which has been the subject of a notice that has been provided under any prior policy of which this Policy is a renewal or replacement.

## N. Property Damage

Any injury or damage to, destruction, impairment, or loss of use of any tangible property.

However, this exclusion will not apply to coverage under Section I.D. Data Recovery and Computer Replacement Costs for the loss of use of tangible property that has been bricked or to **funds transfer loss** under Section I.I. Funds Transfer Fraud and Social Engineering.

## O. Recall

Any costs, fees, or expenses to withdraw, recall, remove, repair, replace, or dispose of any **technology products**, or any products that contain or incorporate the results of **technology services**.

## P. Securities

1. any actual or alleged violation of any securities laws, including the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any other local, state, federal or foreign securities laws, including any amendments thereto;
2. the ownership, sale or purchase of, or the offer to sell or purchase securities; or
3. a shareholder derivative demand or action alleging, based upon, or arising out of a breach of duty by any director or officer.

However, part 1 of this exclusion will not apply to any:

- i. **claim** against **you** alleging a **data breach** or **privacy liability** in violation of the Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248); or
- ii. **SEC cybersecurity disclosure costs** covered under Section I.B. Breach Response Costs.

## Q. Theft and Loss of Funds

Any actual or alleged theft, loss or transfer of money, securities, digital currencies, digital financial assets (including non-fungible tokens (NFT) and crypto assets) or tangible property.

However, this exclusion will not apply to the coverage provided under Sections I.I. Funds Transfer Fraud and Social Engineering, I.K. Impersonation Repair, I.L. Invoice Manipulation, and I.P. Funds Transfer Liability.

## R. Unauthorized Tracking

Any actual or alleged wrongful, unlawful or unauthorized use of any web beacons, tracking pixels, or software tools by **you** or on **your** behalf, that collects, tracks, records, shares, or sells an individual's activity, information, data, or **personally identifiable information**.

## S. Unfair Business Practices

Any actual or alleged:

1. false, deceptive, unlawful, anti-competitive, or unfair trade practices;
2. misleading, false or deceptive advertising, or any inaccurate, inadequate, or incomplete description of the price of any goods, products, or services; or



3. price fixing, restraint of trade, monopolization, or violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, or any similar law.

However, part 1 of this exclusion does not apply to any **claim** under Section I.N. Regulatory Actions.

## T. Unlawful Acts

Any actual or alleged violation of:

1. the Employee Retirement Income Security Act of 1974 (ERISA);
2. the Organized Crime Control Act of 1970 (RICO);
3. the Biometric Information Privacy Act (BIPA);
4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM);
5. the Telephone Consumer Protection Act (TCPA); or
6. any similar local, state, federal, common, or foreign law to the laws specified in 1 through 5 above.

## U. War

Any:

1. **war**;
2. a **cyber operation** that is carried out as part of a **war**; or
3. a **cyber operation** that causes a sovereign state to become an **impacted state**.

However, part 3 of this definition shall not apply to the direct or indirect effect of a **cyber operation** on a "computer system" used by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

For the purposes of applying this exclusion, "computer systems" means any computers and related peripheral components (including Internet of Things (IoT) devices), systems and applications software, terminal devices, related communications networks, mobile devices (handheld and other wireless computing devices), and storage and back-up devices.

Notwithstanding our burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a sovereign state, the **insured** and we will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution to another sovereign state (including those acting at its direction or under its control) by the government of the sovereign state in which the computer system affected by the **cyber operation** is physically located.

# Section IV. Limits, Retentions, and Waiting Period

## A. Aggregate Policy Limit of Liability

The Aggregate Policy Limit of Liability specified in Item 4.A of the Declarations is the maximum amount we will pay for all **loss** covered under this Policy.

## B. Per Event Limit of Liability

The Per Event Limit of Liability specified in Item 4.B of the Declarations is the maximum amount we will pay for all **loss** arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **claims** made, or **insureds** implicated. The Per Event Limit of Liability is part of, and not in addition to, and does not increase, the applicable Limit(s) of Insurance or the Aggregate Policy Limit of Liability.

## C. Optional Separate Limit of Liability for Breach Response Costs

If coverage is triggered under Section I.B. Breach Response Costs, and the Optional Separate Limit of Liability for Breach Response Costs has been elected in Item 4.C of the Declarations, then, notwithstanding Section IV.A. Aggregate Policy Limit of Liability, the Limit specified in Item 5.B Breach Response Costs will not be subject to the Aggregate Policy Limit of Liability specified in Item 4.A of the



Declarations or the Per Event Limit of Liability specified in Item 4.B of the Declarations. Instead, coverage for **breach response costs** under Section I.B. Breach Response Costs will be in addition to the Aggregate Policy Limit of Liability and not subject to the Per Event Limit of Liability.

Upon exhaustion of the Limit specified in Item 5.B Breach Response Costs, there will be no further coverage under this Policy for **breach response costs**.

#### D. Insuring Agreement Limit(s)

The Limit stated in Item 5 of the Declarations with respect to an Insuring Agreement is the maximum amount we will pay for all **loss** covered under that Insuring Agreement. Such limits are part of, and not in addition to, the Aggregate Policy Limit of Liability

Provided, however, that if the Optional Separate Limit of Liability for Breach Response Costs has been elected in Item 4.C of the Declarations, then the Limit specified in Item 5.B Breach Response Costs will not be subject to the Aggregate Policy Limit of Liability and instead will be in addition to the Aggregate Policy Limit of Liability.

#### E. Rapid Response Services

Rapid response services do not erode the Aggregate Policy Limit of Liability.

However, services provided by Coalition Incident Response (or any **panel provider** if Coalition Incident Response is unavailable) under Section I.A. Rapid Response Services, part 3, are limited to the initial response to an actual or suspected **security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud**, and shall not exceed 2 hours. Any ongoing assistance thereafter will be considered **breach response costs** and are subject to the applicable limits of liability.

#### F. Retentions

1. We will only be liable for amounts payable under this Policy that exceed the applicable retention(s). The retention cannot be insured. Provided, however, the Retention applicable to Section I.I. Funds Transfer Fraud and Social Engineering can be satisfied by the payment of covered **funds transfer loss** paid to the **Named Insured** under a commercial crime policy or any other insurance policy, provided that the applicable limit of liability of such policy is exhausted by the payment of **funds transfer loss**.
2. If any **loss** amounts arising out of a **claim** or **event** are subject to more than one retention, the retention for each applicable insuring agreement will apply separately. However, the total of these retention amounts will not exceed the largest applicable retention amount.
3. If **you** choose to use Coalition Incident Response for computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs, and expenses from Coalition Incident Response that result in covered **breach response costs** under this Policy will not be subject to any retention.

#### G. Waiting Period

For Sections I.E. Direct Business Interruption and I.F. Contingent Business Interruption, once the **waiting period** (or **reduced waiting period**, if applicable) is satisfied, we will pay the covered **loss** from the start of the **waiting period** (or **reduced waiting period**, if applicable), subject to the applicable retention.

## Section V. Claims

### A. Defense

We have the right and duty to defend any **claim** made against **you** under any Third Party Insuring Agreement even if the allegations are groundless, false, or fraudulent.

Our duty to defend ends once the applicable Limit of Liability is exhausted or upon depositing the remaining amount of the applicable Limit of Liability in a court of competent jurisdiction. After such payment, we have the right to withdraw from the defense of the **claim**.



## B. Choice of Counsel

You have the right to select defense counsel from our list of **panel providers**.

If **you** wish to select defense counsel that is not one of our **panel providers**, such counsel: (i) must be mutually agreed upon by **you** and us; and (ii) will be subject to a fee rate structure substantially similar to that of our **panel providers**. In the absence of such agreement, we will select defense counsel.

## C. Settlement

We will not **settle** any **claim** without **your** written consent. However, if **you** refuse to consent to a settlement recommended by us and acceptable to the claimant, our liability for such **claim** will not exceed:

1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of refusal; and
2. 80% of **claim expenses** incurred after **you** refused the settlement, plus 80% of **damages, regulatory loss, or funds transfer liability loss** that exceed the amount for which the **claim** could have been settled.

We reserve the right to withdraw from further defense of the **claim** by tendering control of the defense to **you**.

**You** may settle any **claim** without our consent where the total **damages, claim expenses, and loss** does not exceed the remaining amount of the applicable retention, provided the entire **claim** is resolved and **you** obtain a full release on behalf of all **Insureds** and from all claimants.

# Section VI. Your Obligations

## A. When There Is a Claim or Incident

As a condition precedent to coverage under this Policy, **you** must provide us written notice of any **claim** or **incident** through the contacts listed in Item 8 of the Declarations as soon as practicable after such **claim** or **incident** is known to any **senior executive**. In no event will this notice to us be later than 60 days after the end of the **policy period** or termination of this Policy, whichever is earlier.

Provided, however, that if the **Named Insured** purchases an Optional Extended Reporting Period, all **claims** made during such Optional Extended Reporting Period must be reported to us no later than the expiration of the Optional Extended Reporting Period.

## B. Notice of Circumstances

If, during the **policy period**, **you** first become aware of circumstances that could reasonably be expected to give rise to a future **claim** covered under this Policy, **you** may provide written notice to us through the contacts listed in Item 8 of the Declarations during the **policy period**, of:

1. a detailed description of the circumstances, including the reasons for anticipating the **claim** and any relevant dates, persons, and entities involved;
2. the identity of potential claimants;
3. details of how **you** first became aware of the circumstances; and
4. the nature of the potential damage.

Any **claim** subsequently arising out of the circumstances reported under this Section will be deemed to have been made at the time we first received notice of such circumstances.

## C. Law Enforcement Cooperation

If **you** receive an authorized order from a law enforcement or governmental authority to maintain the confidentiality of certain information about an actual or reasonably suspected **incident**, then notice to us of such **incident** will be considered timely under Section VI.A. When There Is a Claim or Incident, provided that:



1. a **senior executive** requests permission from the law enforcement or governmental authority to share the information with us as soon as practicable after receiving the order;
2. **you** withhold from us only the portion of information **you** are instructed not to share by the authority; and
3. **you** provide us full notice of the **incident** as soon as **you** are legally permitted to do so.

#### D. Duty to Cooperate

**You** will cooperate with us in all investigations related to this Policy, responding to reasonable requests for information (including forensic investigations and reports), executing necessary documents, and assisting as requested. **You** will refrain from any action or conduct that increases our exposure under this Policy. Additionally, **you** will cooperate with us and counsel in defending all **claims** and responding to all **events**, including attending any hearings, depositions, trials and other proceedings, securing and providing evidence (including the attendance of witnesses), enforcing any right to contribution or indemnity against a third party which may be liable to **you**, and providing all information necessary for appropriate and effective representation.

#### E. Proof of Loss

1. For Business Interruption and Cyber Crime Coverages, **you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days of notifying us of a **loss** (unless extended by us in writing). This must include:
  - a. a full description of the circumstances, including the time, place, and cause of the **loss**; and
  - b. a detailed calculation of any **loss**, and all underlying documents and materials that relate to or form part of the proof of such **loss**.
2. We will pay **proof of loss preparation expenses** up to the Limit stated in Item 5 of the Declarations. Any other costs **you** incur in connection with establishing or proving **loss** are not covered under this Policy.
3. Regarding the verification of **loss** under Business Interruption and Cyber Crime Coverages, **you** agree to allow us to examine and audit **your** books and records related to this Policy at any time during the **policy period** and up to 12 months following our receipt of any proof of loss in accordance with this Section.

#### F. Obligation to Not Incur Expense or Admit Liability

**You** will not admit or assume any liability, make any payment, assume any obligation, incur any expense, make any offer to negotiate or terminate a **cyber extortion**, enter into any settlement (except as specifically provided in Section V.C. Settlement), stipulate to any judgment or award, or dispose of any **claim** without our prior written consent.

#### G. Subrogation

We will be subrogated to all **your** rights of recovery regarding any payment of **loss** under this Policy. **You** will take all reasonable steps to fully secure and preserve these subrogation rights, including executing any documents necessary for us to bring suit in **your** name. **You** will not do anything to prejudice our position or any rights of recovery. However, the obligation to preserve our right of subrogation will not apply if the **Insured** has agreed in a written contract with any person or entity, to waive the right of recovery against a person or entity, provided that such contract was executed before the **event** giving rise to a **claim** or **loss**.

#### H. Recovery

All recoveries from any third parties (made by either **you** or us) for payments made under this Policy, after first deducting the costs and expenses incurred in obtaining such recovery, will be applied in the following order of priority:

1. first, to the **Named Insured** to reimburse the **Insured** for **loss** sustained that would have been covered under this Policy but for the fact that the **loss** was in excess of the applicable limit(s);



2. second, to us, to reimburse us for any amounts we paid under this Policy; and
3. third, to the **Named Insured** in recognition of the retention paid.

### I. Authorization of Named Insured

It is agreed that the **Named Insured** will act on behalf of all **insureds** regarding the notice of a **claim**, providing and receiving of notice of cancellation and nonrenewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a **claim** to us, and exercising or declining to exercise of any right to an Optional Extended Reporting Period. Where there is more than one **Named Insured** specified in Item 1 of the Declarations or by endorsement to this Policy, then for the purpose of this clause only, the **Named Insured** is deemed to be the first entity specified under Item 1 of the Declarations.

## Section VII. Cancellation and Nonrenewal

### A. Cancellation by the Insurer

We may only cancel this Policy for non-payment of premium by providing the **Named Insured** with written notice of cancellation at least ten (10) days prior to the effective date of cancellation. Where permitted by applicable law, this notice may be delivered electronically. Mailing or electronic transmission of the notice, where allowed, will serve as sufficient proof of notice, and this Policy will terminate as specified in the notice.

### B. Cancellation by the Named Insured

The **Named Insured** may cancel this Policy by providing us with written notice stating the effective date of cancellation. In such an event, we will refund to **you** the unearned premium calculated on a pro-rata basis.

### C. Nonrenewal

We are not obligated to renew this Policy.

## Section VIII. Optional Extended Reporting Period

For Third Party Liability Coverages, if this Policy is canceled or non-renewed, other than for non-payment of premium, the **Named Insured** has the right to purchase an Optional Extended Reporting Period under this Policy for:

1. one year for an additional premium of 100% of the total annual premium;
2. two years for an additional premium of 125% of the total annual premium;
3. three years for an additional premium of 150% of the total annual premium;
4. four years for an additional premium of 175% of the total annual premium; or
5. five years for an additional premium of 200% of the total annual premium.

The **Named Insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than 60 days after the effective date of cancellation or nonrenewal of this Policy, and must include payment of the additional premium due for the applicable Optional Extended Reporting Period, as well as payment of any other premiums due to us. If we do not receive this written notice together with the additional premium due, the **Named Insured** will not be able to exercise this right at a later date.

The Optional Extended Reporting Period applies only to **claims** first made against **you** during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period** (or, if applicable, before the effective date of the Change in Control in Section IX.A. Change in Control), subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. **Claims** made during any applicable Optional Extended



Reporting Period must be reported to us no later than the expiration of the Optional Extended Reporting Period.

The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the start of the Optional Extended Reporting Period. An Optional Extended Reporting Period cannot be canceled, and we will not be liable to return any portion of the additional premium for the Optional Extended Reporting Period.

The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to, the Limits of Liability stated in the Declarations.

## Section IX. Other Provisions

### A. Change in Control

If during the **policy period**:

1. the **Named Insured**:
  - a. merges into or consolidates with another entity, so that the **Named Insured** is not the surviving entity; or
  - b. sells more than 50% of its assets to another entity, so the **Named Insured** is not the surviving entity; or
2. any entity, person, or group of affiliated entities or persons acting in concert acquire **management control** of the **Named Insured**;

(both parts 1 and 2 specified above referred to as a "Change in Control"), then this Policy will remain in force until the end of the **policy period**, but will only cover **events**, acts, errors, or omissions that first occurred before the Change in Control. There will be no coverage provided by this Policy for any **event**, act, error, or omission occurring after the Change in Control. The **Named Insured** must provide written notice of a Change in Control to us as soon as practicable, but no later than 30 days after the Change in Control. Upon the effective date of the Change in Control, the full premium for this Policy will be considered fully earned.

This provision may be waived in writing by us.

### B. Subsidiary Status

Coverage for a **subsidiary** acquired during the **policy period** applies as follows:

1. for Third Party Liability Coverages, only for acts, errors, omissions, or **events** that occurred on or after the date the **Named Insured** gained **management control** over the **subsidiary**;
2. for Active Risk Control and Cyber Crime Coverages, only for **incidents** first discovered by **you** on or after the date the **Named Insured** gained **management control** over the **subsidiary**; and
3. for Business Interruption Coverages, only for **incidents** that first occurred and are first discovered by **you** on or after the date that the **Named Insured** obtained **management control** over such **subsidiary**.

If, during the **policy period**, an entity ceases to be a **subsidiary**, then coverage for such entity will remain in force under this Policy, subject to the following conditions:

- i. for Third Party Liability Coverages, only for acts, errors, omissions, or **events** that first occurred prior to the date such entity ceased to be a **subsidiary**;
- ii. for Active Risk Control and Cyber Crime Coverages, only for **incidents** first discovered by **you** prior to the date such entity ceased to be a **subsidiary**; and
- iii. for Business Interruption Coverages, only for **incidents** that first occurred and are first discovered by **you** prior to the date such entity ceased to be a **subsidiary**.



### C. Choice of Law

Any disputes involving this Policy will be resolved applying the law specified in Item 11 of the Declarations, without reference to that jurisdiction's choice of law principles.

### D. Dispute Resolution

If any dispute arises out of the rights and obligations owed under this Policy, or the breach thereof, we and the **Named Insured** agree to participate in a non-binding mediation in which the parties will attempt in good faith to settle such dispute in accordance with the commercial mediation rules of the American Arbitration Association ("AAA") in effect at the time of the dispute. If such non-binding mediation does not result in a settlement of the dispute, then after 60 days following termination of the non-binding mediation, either party may:

1. commence a judicial proceeding; or
2. with the consent of the other party, commence an arbitration proceeding in accordance with the commercial arbitration rules of the AAA in effect at the time of the dispute. The decision of the arbitrator will be final and binding, and any award may be confirmed and enforced in a court of competent jurisdiction.

### E. No Assignment

No change, modification, or assignment of interest under this Policy will be effective except when made by a written endorsement to this Policy which is signed by us.

### F. Non-Permissible Insurance

Where we may not permissibly insure any entity that falls within the definition of an **insured** under this Policy, solely by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), we will indemnify the **Named Insured** in respect of any **loss** to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that we would have been liable to pay such uninsured entity for the applicable **loss** under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.

### G. Prevention and Mitigation Costs

If **you** provide notice of an **incident** under Section VI.A. When There Is a Claim or Incident, or a notice of circumstances under Section VI.B. Notice of Circumstances, and **you** request assistance from us to help **you** prevent or mitigate a potential future **claim** or potential **loss** resulting from the **incident**, we may, in our sole discretion, agree to pay up to the amount specified in Item 6 of the Declarations for:

1. with respect to a notice of circumstances under Section VI.B. Notice of Circumstances, legal, forensic, and IT services; or
2. with respect to notice of an **incident** under Section VI.A. When There Is a Claim or Incident, forensic and IT services.

If provided, such services will be rendered by a vendor or firm we have mutually agreed upon.

### H. Other Insurance

Except for Sections I.A. Rapid Response Services and I.B. Breach Response Costs, which operate as primary insurance, this Policy applies in excess of, and will not contribute with, any other valid and collectible insurance including the self-insured retention or deductible portion thereof, unless such other insurance is specifically written only to apply excess of this Policy.

### I. Territory

This Policy applies to **events** occurring, **claims** made, and **losses** incurred, anywhere in the world.

### J. Titles

The titles and headings of the various sections, subsections, and endorsements of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of these sections, subsections, or endorsements.



## **K. Sanctions**

This Policy does not apply to the extent that trade or economic sanctions, or other laws or regulations, prohibit us from providing insurance, including but not limited to the payment of **loss**.

## **L. Prior Consent**

We agree that whenever our consent is required by any provision of this Policy, our consent shall not be unreasonably withheld.



**ENDT NO.: 1**

**QUOTA SHARE ENDORSEMENT**

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|   |   |
|---|---|
| <b>Effective Date of Endorsement</b>            | August 15, 2025   |
| <b>Named Insured</b>                            | PS Energy Group, Inc.   |
| <b>Policy Number</b>                            | C-4MAD-152658-CYBER-2025  |
| <b>Issued by</b><br>(Name of Insurance Company) | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:

- Arch Specialty Insurance Company 30%
- Aspen Specialty Insurance Company 10%
- Fireman's Fund Indemnity Corporation 20%
- Fortegra Specialty Insurance Company 35%
- Vantage Risk Specialty Insurance Company 5%

The quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4.A. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



**ENDT NO.: 2**

**SERVICE OF SUIT ENDORSEMENT**

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|   |   |
|---|---|
| <b>Effective Date of Endorsement</b>            | August 15, 2025   |
| <b>Named Insured</b>                            | PS Energy Group, Inc.   |
| <b>Policy Number</b>                            | C-4MAD-152658-CYBER-2025  |
| <b>Issued by</b><br>(Name of Insurance Company) | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that in the event we fail to pay any amount claimed to be due hereunder, we, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right by us to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the Statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance.

We hereby designate the President of Arch Specialty Insurance Company, One Liberty Plaza, 53rd Floor, New York, NY 10006, as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



ENDT NO.: 3

**ENHANCED SYSTEMS FAILURE ENDORSEMENT**

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|   |   |
|---|---|
| <b>Effective Date of Endorsement</b>            | August 15, 2025   |
| <b>Named Insured</b>                            | PS Energy Group, Inc.   |
| <b>Policy Number</b>                            | C-4MAD-152658-CYBER-2025  |
| <b>Issued by</b><br>(Name of Insurance Company) | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "**IT Provider Systems Failure**" in Section II. Definitions, is deleted and replaced with the following:

**IT Provider Systems Failure**

Means any unintentional and unplanned disruption or failure of **IT Provider computer systems**.

**IT Provider systems failure** does not include any disruption or failure of **IT Provider computer systems** resulting from an **IT Provider security failure**.

2. The definition of "**Non-IT Provider Systems Failure**" in Section II. Definitions, is deleted and replaced with the following:

**Non-IT Provider Systems Failure**

Means any unintentional and unplanned disruption or failure of **Non-IT Provider computer systems**.

**Non-IT-Provider systems failure** does not include any disruption or failure of **Non-IT Provider computer systems** resulting from a **Non-IT Provider security failure**.

3. The definition of "**Systems Failure**" in Section II. Definitions, is deleted and replaced with the following:

**Systems Failure**

Means any unintentional and unplanned disruption or failure of **computer systems**.

**Systems Failure** does not include any disruption or failure of **computer systems** resulting from a **security failure** or the failure of computer security of any other third party's computer system.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



ENDT NO.: 4

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

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|  |   |
|--|---|
| <b>Effective Date of Endorsement</b>             | August 15, 2025   |
| <b>Named Insured</b>                             | PS Energy Group, Inc.   |
| <b>Policy Number</b>                             | C-4MAD-152658-CYBER-2025  |
| <b>Issued by<br/>(Name of Insurance Company)</b> | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

**Certified Acts of Terrorism**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **damages** or **loss** that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



**ENDT NO.: 5**

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

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|   |   |
|---|---|
| <b>Effective Date of Endorsement</b>            | August 15, 2025   |
| <b>Named Insured</b>                            | PS Energy Group, Inc.   |
| <b>Policy Number</b>                            | C-4MAD-152658-CYBER-2025  |
| <b>Issued by</b><br>(Name of Insurance Company) | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

**DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide **you** with a notice disclosing the portion of **your** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of **your** premium attributable to such coverage, if any, is shown in the Policy Declarations.

The United States Government, Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of the amount of such insured losses that exceeds the applicable insurer retention.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



ENDT NO.: 6

**SINGLE HIGHEST RETENTION/DEDUCTIBLE ENDORSEMENT/PRO RATA SHARING OF LIMITS  
COALITION PREFERRED - CYBER & EXECUTIVE RISK**

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|  |   |
|--|---|
| <b>Effective Date of Endorsement</b>             | August 15, 2025   |
| <b>Named Insured</b>                             | PS Energy Group, Inc.   |
| <b>Policy Number</b>                             | C-4MAD-152658-CYBER-2025  |
| <b>Issued by<br/>(Name of Insurance Company)</b> | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Notwithstanding any provision to the contrary in this Policy (including any endorsement added thereto), Section IV.F. Retentions is amended to add the following new sections:

If:

- a. the **Named Insured** has been issued a Coalition Executive Risks Policy with Limits of Liability provided under the Crime Coverage Part (Form Number: ERUSP-00PF-0923-C1); and
- b. this Coalition Active Cyber Policy and the Coalition Executive Risks Policy both provide coverage for the same **loss** covered under Insuring Agreement I. Funds Transfer Fraud and Social Engineering of this Policy, then only a single Retention/Deductible will apply to such matter and that Retention/Deductible will be the higher of the Retentions/Deductibles applicable under the Coalition Active Cyber Policy and the Coalition Executive Risks Policy.

2. Solely with respect to the coverage provided by this Endorsement, the following is added to Section IX. H. Other Provisions, Other Insurance:

In the event coverage is afforded for the same matter as described in part 1.b. of this Endorsement, then coverage will be afforded on a pro rata basis according to the ratio each policy's respective limit or sublimit bears to the total Limit of Liability for such matter.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



ENDT NO.: 7

**ENHANCED PRIVACY LIABILITY ENDORSEMENT**

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|   |   |
|---|---|
| <b>Effective Date of Endorsement</b>            | August 15, 2025   |
| <b>Named Insured</b>                            | PS Energy Group, Inc.   |
| <b>Policy Number</b>                            | C-4MAD-152658-CYBER-2025  |
| <b>Issued by</b><br>(Name of Insurance Company) | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Exclusion R. Unauthorized Tracking is deleted from Section III. Exclusions.
2. The following is added to Exclusion T. Unlawful Acts:  
  
However, part 3 of this exclusion does not apply to: (i) a **security failure**; or (ii) the coverage provided under Sections I. M. Network Security and Privacy Liability and I. N. Regulatory Actions, for any **claim** against **you** by or on behalf of an individual or individuals, other than an **employee**, for a **privacy liability**.
3. Our maximum liability under Sections I. M. Network Security and Privacy Liability and I. N. Regulatory Actions for all **claim expenses, damages, and regulatory loss** resulting from all **claim(s)** against **you** alleging, in whole, or in part, a **privacy liability** under parts 2.b. or 3 is **\$100,000**. Such amount is part of, and not in addition to, the Limits of Liability set forth in Item 5 of the Declarations for Insuring Agreements M. Network Security and Privacy Liability and N. Regulatory Actions, as well as the Aggregate Policy Limit of Liability.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



**ENDT NO.: 8**

**RENEWAL LIBERALIZATION CLAUSE ENDORSEMENT**

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|  |   |
|--|---|
| <b>Effective Date of Endorsement</b>             | August 15, 2025   |
| <b>Named Insured</b>                             | PS Energy Group, Inc.   |
| <b>Policy Number</b>                             | C-4MAD-152658-CYBER-2025  |
| <b>Issued by<br/>(Name of Insurance Company)</b> | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

Section IX, Other Provisions is amended to add the following:

**Liberalization Clause**

This Policy applies only to the Insuring Agreements and coverages purchased by the **Named Insured**, as specified in Item 5 of the Declarations (including any amendments thereto). With respect to any **claim** or **incident** for which this Policy applies, if there are any inconsistencies between any terms or conditions in this Policy and the expiring "Coalition Cyber Policy" (SP 14 798 0419) (including any amendments thereto) issued to the **Named Insured** of which this Policy is the renewal, then those terms and conditions that are more favorable to **you** shall govern such **claim** or **incident**. Provided, however, that in all events, the Aggregate Policy Limit of Liability in Item 4.A, Per Event Limit of Liability in Item 4.B, Insuring Agreement Limits of Liability and Retentions in Item 5, and the endorsement(s) added to this Policy in the Schedule below, shall apply to any **claim** or **incident** for which this Policy applies.

Schedule of Endorsement(s)

N/A

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



ENDT NO.: 9

**GEORGIA CHANGES**

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|  |   |
|--|---|
| <b>Effective Date of Endorsement</b>             | August 15, 2025   |
| <b>Named Insured</b>                             | PS Energy Group, Inc.   |
| <b>Policy Number</b>                             | C-4MAD-152658-CYBER-2025  |
| <b>Issued by<br/>(Name of Insurance Company)</b> | Arch Specialty Insurance Company,<br>Aspen Specialty Insurance Company,<br>Fireman's Fund Indemnity Corporation,<br>Fortegra Specialty Insurance Company,<br>Vantage Risk Specialty Insurance Company |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Coalition Active Cyber Policy**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section VII.B. Cancellation by the Named Insured is amended to include the following:

This Policy may be cancelled by the **Named Insured** by mailing or delivering to us written notice of cancellation stating a future date on which the Policy is to be cancelled, subject to the following:

1. If only the interest of the **Named Insured** is affected, the effective date of cancellation will be either the date we receive notice from the **Named Insured** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the **Named Insured**, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the **Named Insured**.
2. If by statute, regulation, or contract this Policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the **Named Insured** at the address shown in Item 1 of the Declarations and the third party as soon as practicable after receiving the **Named Insured's** request for cancellation.

2. Section VII.C. Nonrenewal is amended to include the following:

If we:

1. cancel or non-renew this Policy; or
2. increase current premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. change any policy provision which would limit or restrict coverage; then,

we will deliver or mail notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the **Named Insured** at the address shown in Item 1 of the Declarations and lienholder, if any, electronically, where permitted by law or by certified mail or statutory overnight delivery with return receipt requested. Except as applicable with respect to a policy that is written to permit an audit, we will mail or deliver notice at least 45 days before the expiration date of this Policy if we decide to non-renew, increase the premium, or limit or restrict coverage.

Where permitted by applicable law, we may provide written notice of cancellation, non-renewal or



renewal by electronic transmission.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.