**Exhibit -Insurance Coverage**

This **Insurance Coverage Annex** to the Service Agreement entered into by and between the (“Provider”) and **Banco Popular de Puerto Rico, Popular Auto LLC and its Subsidiaries** (“POPULAR”) on consulting service (the “Agreement”) will be subject to the terms and conditions of such agreement and be interpreted as incorporated therein in its entirety. All defined terms used herein will have the same meanings as set forth in the Agreement.

1. **Coverage**: Provider will obtain and maintain at all times during the term of this Agreement, insurance payable in such amounts and against such risks, as will adequately cover the liability assumed by Provider under this Agreement, as follows (check as applicable):

**Commercial General Liability Insurance** with limits not less than One million dollars ($1,000,000) per occurrence and Two million dollars ($2,000,000) general aggregate including bodily injury, death, property damage, personal injury, advertising injury, contractual liability, independent Providers, broad-form property damage, and products and completed operations coverage;

**Automobile Liability Insurance** with limits not less than One million dollars ($1,000,000) per each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverage, as applicable;

**Umbrella Insurance** with limits not less than Two million dollars ($2,000,000) covering excess of loss over primary liability insurance policies, including Comprehensive General Liability, Comprehensive Automobile Liability, and Workers Compensation and Employers Liability insurance policies, where applicable under state laws;

**Third Party Fidelity and Crime Insurance** with limits no less than five hundred thousand dollars ($500,000) each loss and annual aggregate including coverage for computer programming and electronic data processing services, network security liability, content injury, privacy injury and regulatory proceedings;

Statutory Workers Compensation Insurance or a workers’ compensation and employers’ liability insurance, as applicable under the statues of the jurisdiction where the services are rendered, covering all its employees and including occupational disease coverage.

**Professional Liability (PL)** with limits no less than One million dollars ($1,000,000) each occurrence and annual aggregate.

**Other Insurance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. **Rating -** All insurance carriers will maintain at all times an AM Best rating of A-VII or better for risks insured in Puerto Rico and an AM Best rating of A VIII for risk insured outside Puerto Rico.
2. **Additional Insured -** Provider will include Popular Inc. and its Subsidiaries as additional insured for claims caused by the negligent acts or omissions of Supplier under the Commercial General Liability, Auto Liability and Umbrella Insurances required under this Exhibits.
3. **Retention Amount** – Insurance deductibles or retentions shall not exceed One Hundred dollars ($100,000) per insurance policy unless approved in writing by Popular.
4. **Third Party Providers (sub Providers) Coverage -** If Provider is allowed under the Agreement to outsource to a third party (a sub Provider) the services it renders or product it supplies to Popular, the Provider’s required insurance policies must be endorsed to provide coverage for liabilities that may arise through such subProviders to the same extent as if the work were performed, or the goods provided, by Provider. In the alternative, Provider must submit to Popular proof of sub Provider’s insurance under the same coverage and limits as required from Provider. Any claims arising from the work or product provided by the subProvider will be paid first through Provider’s insurance and, to the extent not covered, then by sub Provider’s insurance.
5. **Certificates of Insurance** –
   1. Provider will direct its insurers to furnish POPULAR Certificate(s) of Insurance (COI) evidencing that all insurance required under the Agreement is in force. COIs will be provided to POPULAR as follows: (i) upon execution of this Agreement; (ii) annually, within forty five (45) days following the insurance policy renewal; (iii) whenever the insurer or the insurance coverage changes or (iv) upon Popular’s request.
   2. Provider will provide Popular sixty (60) days advance written notice of cancellation in the event Provider’s insurance carrier would, for any reason, cancel or materially restrict such insurance coverage. Any such changes must ensure there is no lapse of coverage.
   3. All Provider’s Insurance Policies must contain an endorsement waiving any right of subrogation against POPULAR and its affiliates. In no event will this provision be deemed to limit the liability or responsibility of Provider or any of its sub Providers.
   4. COI Documentation Standards. The following information should be contained on each COI obtained as proof of insurance.
      1. Any disclaimers or noted exclusions of coverage
      2. Name and address of authorized agent
      3. Name and address of named insured
      4. Name of insurer writing each policy
      5. Description of coverage in standard terminology
      6. Policy periods (Provider’s operation, activity or contract **must** be within the policy period)
      7. Limits of Liability
      8. Description and location of property or operations
      9. Name and address of certificate holder
      10. Date of issuance (for the first time, the date of the COI cannot be more than **5 DAYS** prior to the signing date of the Agreement)
      11. If the Provider’s provision of services or products to Popular could cause bodily injury, property damage, personal injury or advertising injury the COI must:
          1. State that the Provider’s insurance will respond on a primary basis without contribution from any other insurance until limits have become exhausted.
          2. Must acknowledge that Popular, Inc. and its subsidiaries are included as additional insured with respect to the work performed by the Provider on their behalf.
          3. Include a provision in which Popular, although named an additional insured, shall nonetheless be entitled to recover any loss suffered as a result of the Provider’s negligence.
          4. Include Hold Harmless and Subrogation Waiver clauses. An example of the wording of both clauses:

**Hold Harmless Agreement**

**The Provide** shall release, indemnify and hold harmless Popular Inc., its affiliates, subsidiaries, shareholders, directors, officers, and/or employees, from the risk for which coverage is provided under this policy. This document shall be subject to the terms and conditions of the above mentioned policy.

**Waiver &/or Release of Subrogation Clause**

**The Provide** hereby waives any right of subrogation against Popular, Inc., its affiliates, subsidiaries, shareholders, directors, officers, and/or employees.

1. **Subrogation Rights -** In the event that a Provider is required to indemnify Popular, the Provider will, upon payment of such indemnity in full, be subrogated to all rights of Popular with respect to the claims to which such indemnification relates.  Popular will reasonably cooperate with Provider, including with the execution of appropriate documents, to enable the Provider to enforce the right of subrogation.
2. **Remedies -** Provider acknowledges and agrees that, should a Popular assessment reveal inappropriate or inadequate insurance based on the pre-defined requirements herein, Popular may, in addition to other remedies it may have, withhold Provider’s payment for the Services until Provider satisfactorily complies with the insurance requirements defined in this Agreement.