



Exhibit D

# Supplier resources

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MNDA

## MUTUAL NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ with a place of business at \_\_\_\_\_ and **Sentry Insurance a Mutual Company with its affiliates and subsidiaries**, with a place of business at 1800 North Point Drive, Stevens Point, WI, 54481.

The parties hereto intend to exchange information for the purpose of exploring a potential business relationship. In the course of such exchange of information, it is anticipated that each party may disclose or deliver to the other certain trade secrets or other Confidential Information for the purpose of enabling the other to evaluate the feasibility and desirability of establishing such a business relationship. The parties hereto have entered into this Agreement in order to assure the continued confidentiality of such trade secrets and other information in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties) the parties agree as follows:

### ARTICLE I. CONFIDENTIALITY

1.01 *Definition Confidential Information.* As used in this Agreement, the term "*Confidential Information*" means the confidential, secret or proprietary information of one party (the "Disclosing Party"), including, without limitation, financial and business information such as, without limitation, financial and business plans, financial statements, marketing plans, business processes, business ideas and strategies, clients, customers, and contracts, and technical information such as, without limitation, information and ideas concerning software, including system design, workflow, program functionality and output formats that are unique to the Disclosing Party, hardware, products and technology of the Disclosing Party which has been or may hereafter be disclosed, directly or indirectly to the other party hereunder (the "Recipient"), either orally, in writing or in any other material form, or delivered to the Recipient.

1.02 *Confidential Information Covered.* The obligations of the Recipient under this Agreement shall apply to all Confidential Information of the Disclosing Party which has been or may hereafter be disclosed, directly or indirectly, to the Recipient, either orally, in writing or in any other material form, or delivered to the Recipient.

1.03 *Use of Confidential Information.* The Recipient and its employees shall use Confidential Information only to the extent necessary to determine the feasibility and desirability of establishing a business relationship with the Disclosing Party (the "Permitted Purpose"), and shall not use or exploit Confidential Information any other purpose, including without limitation for its own benefit or for the benefit of another without the prior written consent of the Disclosing Party. All disclosures to such persons shall be on a need to know only basis.

1.04 *Non-Disclosure Obligations.* The Recipient shall not directly or indirectly disclose, communicate or in any way divulge to any other person or entity any Confidential Information. The Recipient shall use the same degree of care, but no less than a reasonable degree of care, to prevent the disclosure of Confidential Information to others as it uses to prevent the disclosure of its own confidential or Confidential Information.

1.05 *Limitations.* Notwithstanding Section 1.04, the Recipient may use or disclose Confidential Information to the extent that the Recipient can show that such Confidential Information: (a) is generally available to the public through no fault of the Recipient, or its agents, independent contractors or employees; (b) is rightfully in the Recipient's possession prior to the time of disclosure or acquisition, as evidenced by written records; (c) is rightfully made available to the Recipient by others; (d) is independently developed by the Recipient without use of or reference to the Confidential Information, as evidenced by written records; or (e) the disclosure is made in order to comply with the requirements of applicable law or an order of a court or tribunal, provided that the Recipient makes best efforts to give the Disclosing Party prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent.

1.06 *No License.* The Recipient agrees that no license or conveyance of any rights to Confidential Information is granted to the Recipient or implied under this Agreement.

1.07 *Obligations of Confidentiality.* The Recipient's obligations of confidentiality under this Agreement shall survive indefinitely, whether or not the Recipient ultimately pursues the Permitted Purpose. The Recipient's obligations of confidentiality shall also survive any expiration, termination, if at all, of any other agreement with the other party. This Agreement does not, and is not intended to, obligate either party to enter into any further agreements or to pursue the exploration of a potential business relationship or any other transactions with the other party.

1.08 *Return of Confidential Information.* At the request of the Disclosing Party, the Recipient shall promptly deliver to the Disclosing Party all of the Confidential Information of the Disclosing Party and all copies and reproductions thereof.

1.09 *Violation of Agreement.* The Recipient agrees that its obligations hereunder are necessary and reasonable to protect the Disclosing Party, and expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach of any covenant or agreement set forth herein. The Recipient agrees and acknowledges that any such violation or threatened violation would cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against any threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

## **ARTICLE II. MISCELLANEOUS**

2.01 *Modification of Agreement.* This Agreement may not be modified except by mutual written consent of both parties, and supersedes all prior agreements, written or oral, between the parties relating to its subject matter.

2.02 *Notices.* Any notices permitted or required under this Agreement shall be in writing and shall be mailed by registered mail or sent by facsimile addressed to the respective party at the address set forth in the preamble to this Agreement, or to such other address as may be specified by a party in the same manner.

2.03 *Publicity.* Neither party shall make or cause to be made any press release or public announcement relating to this Agreement, or otherwise communicate with any news media in respect of this Agreement on the subject matter hereof without the prior written consent of the other party (which such other party may give or withhold in its sole discretion).

2.04 *Independent Contractors.* The parties are independent contractors and not agents, joint venturers, or partners of each other. Employees of each party shall at all times be the sole responsibility of that party. This Agreement shall be binding on the parties and any successors in interest to the parties.

2.05 *No Obligation to Complete Transactions.* Nothing herein shall imply any obligation of either party to proceed with any transaction between the parties, and each party explicitly reserves the right to terminate the discussions contemplated by this Agreement for any reason or no reason, without liability for such termination.

2.06 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the laws of the United States applicable therein. Each party agrees to the jurisdiction of the courts of the State of Wisconsin with respect to matters arising out of or related to this Agreement.

2.07 *No Assignment.* Neither party may assign this Agreement, nor may any of the rights hereunder be assigned or otherwise transferred to any third party, without the prior written consent of the other party. Any attempted or purported assignment or other such transfer by either party to any third party without such consent having first been obtained shall be void.

2.08 *Further Assurances.* Each party shall provide such further documents or instruments reasonably required by the other party to effect the purpose of this Agreement or to carry out its provisions.

2.09        *Severability.* If any portion of this Agreement is found to be illegal or unenforceable, such provisions shall be severed or modified to the extent necessary to make this Agreement enforceable, and so severed or modified, this Agreement shall remain in full force and effect.

2.10        *Waiver.* The waiver of any breach of any one or more of the provisions of this Agreement shall not be, or be construed to be, a waiver of any subsequent or other breach of this Agreement; nor shall any failure on the part of the non-breaching party to require the exact full and complete compliance with any of the provisions of this Agreement be construed as in any manner changing the terms hereof.

2.11        *Counterparts.* This Agreement may be executed in any number of counterparts and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement with the same effect as if such signatures were upon the same instrument. Delivery of an executed counterpart hereof by fax machine shall be as effective as delivery of a manually executed counterpart hereof.

2.12        *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions, and understanding of the parties, whether written or oral.

**IN WITNESS WHEREOF**, the parties have entered into this Mutual Non-Disclosure Agreement as of the Effective Date written above.

**SENTRY INSURANCE**

**A MUTUAL COMPANY**

**COMPANY**

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_

**Insurance Guidelines**

Suppliers that do business with Sentry are required to provide an original Certificate of Insurance that meets or exceeds the established minimum requirements. The minimum requirements are determined by the type of good and/or service provided as well as the potential risk to Sentry. The coverage types and limits are to be considered as minimum requirements and in no way limits the liability of the suppliers.

All prospective suppliers should review the guidelines to identify the appropriate coverages and must indicate that each of the required coverages are in place for the type of good/service they are proposing to provide Sentry in the future and be prepared to provide certificates prior to the start of any sourcing activity.

The General Requirements below are Sentry’s minimum base requirements, if a product or service represents added risk, additional limits or insurance coverages may be required.

## General Requirements

All renewal certificates must be provided in a timely manner, prior to the expiration date of the current certificate. A lapse in coverage and/or notice may jeopardize current and future business with Sentry. A 30-day notice of material change, alteration, and/or cancellation of the policy is also required.

The **insurance carrier(s)** listed on the COI must have an A.M. Best rating of "A" or better and have a surplus of at least \$500,000,000 (financial size category of "X" or better). Ratings for the individual carriers can be verified by accessing the A.M. Best web site.

The required Certificates of Insurance are to be provided to Sentry Insurance prior to inception of the work or service being contracted. Renewal Certificates of Insurance will be provided to Sentry Insurance annually until completion of the work or service.

Sentry **must be named as the certificate holder on the COI** as follows:

Sentry Insurance a Mutual Company

1800 North Point Drive

Attn: Purchasing Dept. or insert name of Primary Sentry Contact

Stevens Point, WI 54481

## Coverage Descriptions

Listed below are coverages that may be required based on the type of business and the goods and/or services being provided to Sentry.

**Auto Liability:** If driving a vehicle on Sentry's behalf as part of the work or service and if required to drive to and from a job location.

**Minimum Requirement Limit:** \$1,000,000 Each Occurrence

Examples of Goods/Services provided: Delivery vehicles and freight, Construction, Repair and Maintenance, Consulting.

**General Liability:** Required regardless of where the work or service is being performed. Provides coverage for Bodily Injury, Property Damage, Advertising Injury and Personal Injury (libel, slander, etc.).

**Minimum Requirement Limit:** \$1,000,000 Each Occurrence

Examples of Goods/Services provided: Required for all suppliers.

**Workers' Compensation:** Statutory limits required by State where the work or service is being completed. If Workers' Compensation is not required (typically due to the number of employees), a Hold Harmless Agreement will be required to be completed and attached.

Examples of Goods/Services provided: Required for all suppliers.

**Professional Liability/Errors & Omissions:** Additionally, required if the supplier practices a profession which has a governing organization that establishes and maintains a set of standards and code of ethics and which has license requirements for its members. Professional Liability/E&O will also be required for certain suppliers that may have influence over Sentry's ability to effectively operate its business and/or may put the company at risk of a lawsuit. Depending on the type of service, the minimum limit ranges from \$1,000,000 to \$2,000,000. Certain non-business critical services as defined by Sentry may qualify to be exempt from the Professional Liability requirement limits with a combination of General and Umbrella Liability that meets or exceeds the minimum requirement and will be reviewed on a case by case basis. This option also requires verification that

no policy exclusions exist for the applicable occupation or service provided.

**Minimum Requirement Limit:** \$1,000,000 Each Occurrence

Examples of Goods/Services provided: Premium Audit

**Minimum Requirement Limit:** \$2,000,000 Each Occurrence

Examples of Goods/Services provided:

General: Consulting, Background Searches, Loss Control, Lab, Recruiters, Drug Testing, Background Searches, Relocation Services

Professional: Physicians, Attorneys, Accountants, Actuaries, Nurse Practitioners, Physical Therapists, Nurses

Finance Related- Auditors, Finance Consultants, Printers related to Finance

Claims Related- Bill Review, Arbitrators, Investigators, Adjusters, Appraisers

Real Estate- Landlords, Brokers/Realtors

IT-Consulting, Maintenance and Support

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## Contract Guidelines

### Contract Definition

For the purposes of this section, a contract is any document that results in a commitment between Sentry Insurance and a vendor regardless of how the document is titled.

### General

For efficiency and consistency, Sentry uses pre-approved contract templates whenever possible. Sentry requires that these templates be used for all applicable contractual transactions and general purchase order transactions. Vendor contract templates are accepted on an exception basis only.

### Purchasing Contract Approval and Execution

A sourcing specialist from corporate purchasing will coordinate the approval process for all contracts processed by corporate purchasing.

The required legal company name that must be used in contracts is ***Sentry Insurance a Mutual Company including its affiliates and subsidiaries*** exactly as written unless you are otherwise notified.

Two signature fields for Sentry Insurance are required. The authorized signers on Sentry's behalf are officers of Sentry Insurance a Mutual Company. The appropriate signatures needed are based on the total dollar value of the transaction.

All contracts require prior review and approval from Sentry's Legal Counsel as well as additional approval from Sentry's Risk Management if insurance requirements do not meet Sentry's minimum published criteria.

Sentry Insurance will send the final approved document to the vendor for execution and will counter-sign the document and return a copy.

Sentry Insurance typically will sign contract documents electronically and also will accept electronic signatures from vendors.

Certain transactions may require a Cost Benefit Analysis (CBA) to be completed prior to final contract approval and/or expense approval.

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## Meeting Guidelines

### General

All meetings must be scheduled in advance and relate to active initiatives and proposals. Unscheduled supplier visits are not accepted. Review of products not directly related to active initiatives may be scheduled when time and resources allow for adequate review.

### Meeting Attendees

You must inform us of the total number attendees in advance. Please include each name and job title. Any attendee that is not approved in advance may not be permitted to attend the meeting.

### Agenda

Sentry Insurance will normally provide an agenda for your meeting. If we do not provide an agenda, you must send a draft agenda to our sourcing specialist or business unit contact for review and approval at least one week in advance of your meeting date.

### Meeting Room Requirements

When requesting a meeting, please provide your Sentry Insurance Sourcing Specialist or Business unit contact all meeting room requirements, including equipment and Internet connectivity. All requests must be made at least one week before the scheduled meeting.

### Arrival

Please arrive at least 10-15 minutes prior to your scheduled meeting time. Check in with the reception desk to sign in and obtain a visitor badge. The visitor badge is required and must be worn visible at all times while in a Sentry Insurance facility.

The receptionist will telephone your Sentry Insurance contact, who will meet you in the lobby to escort you to and from your meeting location.

### Emergencies

In the event of a building emergency, follow the instructions of the Sentry Insurance employees in attendance at your meeting. If necessary, exit the building or take cover according to instructions provided.

In the event of a medical emergency, dial 6911 from a Sentry telephone and follow their instructions. All room locations are marked outside of the door to help identify your building location, if necessary.



# Sentry Insurance Code of Ethics and Conduct

Each year we ask Sentry associates, officers, and members of the Board of Directors to confirm that they will adhere to the highest level of ethical conduct.

I will carry out my duties with honesty and integrity, avoid conduct that would harm the reputation of Sentry, and promptly report any suspected violations of the Code of Ethics and Conduct.

## COMPLIANCE

I will comply with applicable laws, rules and regulations that apply to my work at Sentry. If I am unsure of the details of a law, rule or regulation, I will ask advice from an appropriate person.

## CONFIDENTIALITY

I will maintain and protect the confidentiality of information to which I have access. I will maintain confidentiality of information even after my employment with or service to Sentry has ended.

## COMPANY PROPERTY

I will protect Sentry's property and will not use Sentry property for unauthorized, non-company purposes.

## CONFLICT OF INTEREST

I will not let my personal interests come before the interests of Sentry. I will disclose all potential conflicts of interest to Sentry.

## IMPROPER GAIN

I will not use my position at Sentry, Sentry property, or Sentry information for improper personal gain.

## RESPONSIBILITY

If I am a Sentry officer or member of the Board of Directors, I acknowledge that Sentry's best interests must come before my individual interests.

## VIOLATION

I understand that a violation of the Code of Ethics and Conduct will result in action, including removal from the Board of Directors or termination of employment.

## REPORTING VIOLATIONS

If I believe that a violation of the Code of Ethics and Conduct may have occurred, I will promptly contact either the toll-free, confidential hotline, website, Sentry's Director of Privacy & Compliance or Sentry's General Counsel. Retaliation against me for reporting a suspected violation, even if the report is mistaken, violates this code.



# Supplier Code of Conduct

## **Compliance with Laws**

All Sentry suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations that apply to their work and location.

## **Business Practices**

General expectations:

- Deliver goods and/or services as contractually promised;

And when on-site at a Sentry office:

- Be punctual and reliable
- Be pleasant and courteous to employees, customers and co-workers

## **Business Dress**

Sentry's general dress standard is business casual.

## **Electronic Monitoring Policies**

Sentry information and telecommunications systems and equipment, including Internet, email, telephone, and fax, are for official and authorized Sentry business purposes. All messages and attachments created, sent to, or retrieved through the Sentry systems is Sentry property and should not be considered private. Sentry routinely monitors electronic messaging systems and Internet usage. Messages and attachments created on, sent to, or retrieved through the Sentry systems and equipment should not be considered private.

Sentry monitors, records, and periodically audits the use of its information and telecommunication systems and equipment. Use of these systems and equipment constitutes express consent to such monitoring, recording, and auditing. Sentry's telephone network is for business use. Personal phone calls, including calls to and from cell phones, are discouraged except for emergency situations. Public access phones are available to make non-Sentry related calls. If granted access to certain Sentry systems, network, and buildings, Sentry suppliers must comply with all Sentry requirements related to confidentiality, privacy, and security.

## **Camera, Tape Recorder and Recording Device Use**

Suppliers that visit Sentry offices may not use picture or sound recording devices in the workplace.

## **Security**

When visiting a Sentry property or facility, suppliers must follow all published security procedures. All suppliers must register and visibly display a Sentry Visitor badge at all times while on site. A Sentry employee must escort suppliers to and from Sentry meeting facilities.

## **Sentry Equipment and Materials**

Sentry property, facilities, equipment and materials are to be used for conducting company business. This includes photocopy services and Sentry supplies.

## **Conservation of Resources**

Sentry is committed to conserving resources used in its business operations. Use your best efforts to make efficient use of resources. Reduce, reuse and recycle supplies and materials wherever practical.

## **Gifts and Payments Policy**

It is against company policy for Sentry employees or immediate family members to accept money, gifts, discounts, loans, trips or any goods or services of more than token value from Sentry customers and suppliers or potential customers and suppliers. This policy does not apply to common courtesies, business gifts of nominal value or modest social entertainment that are incidental to business relationships of value to Sentry. These nominal gestures should reflect good business ethics and good judgment.

The appearance of impropriety must be avoided. Any items received that do not meet the policy will be returned. No side payments to any person or entity while seeking or retaining Sentry's business can be made. No secret or illegal payments, kickbacks, bribes or other payments in any form can be made to Sentry, its policyholders or employees.

## **Press and Media**

Sentry Suppliers may not speak to the press regarding Sentry business or submit press releases and/or customer lists that includes Sentry's name unless expressly authorized in writing by a Sentry officer.

## **Employment Practices**

Sentry expects its suppliers to share its commitment to equal opportunity in the workplace. Sentry suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, in addition to complying with Sentry's policies while on site at any Sentry location as listed below;

## **Discrimination and Harassment**

Sentry is committed to making work opportunities available and making facilities accessible to qualified individuals. Discrimination or harassment based on race, color, national origin, religion, sex, marital status, disability, age and sexual orientation is a violation of Sentry policy. Sentry is committed to providing a work environment that fosters mutual respect for all individuals.

## **Sexual Harassment Policy**

Sexual harassment means unwelcome sexual advances, requests for sexual favors or verbal or physical conduct of a sexual nature (such as suggestive comments or lewd behavior) when any one of the following three factors is met:

1. Submission to that conduct is made either explicitly or implicitly a term or condition of the individual's employment;

2. Submission to sexual activity or a rejection of the request for sexual favor becomes a basis for a decision concerning an individual's employment; or
3. The conduct unreasonably interferes with the individual's work performance or creates an intimidating, hostile or offensive work environment.

Sentry does not tolerate harassment of any type and will investigate reports of such behavior and take appropriate corrective action.

### **Weapons Rule**

To protect the safety of employees and others, Sentry prohibits employees, suppliers, visitors, policyholders and anyone other than law enforcement officials from carrying weapons into the workplace, company parking lot or any property owned, leased or controlled by Sentry.

### **Workplace Violence**

Sentry enforces a policy for threats or acts of violence in the workplace by employees, suppliers, contractors, policyholders, claimants, visitors or others. Violence in the workplace includes, but is not limited to, intentional acts that result in injury to any person on Sentry-controlled property, damage to Sentry property and threats to harm individuals or damage property. Threats of violence can occur in person or through telephone conversations or other forms of communication.

### **Drug and Alcohol Abuse**

The sale, purchase, transfer, possession, use or condition of being under the influence of alcohol or another controlled substance by Sentry suppliers in the workplace and/or while performing Sentry-related company business is prohibited.

### **Conflict of Interest**

Relationships with suppliers can create potential conflicts of interest, either real or perceived. Suppliers and/or their representatives shall not deal directly with Sentry employees that hold any significant financial interest in the supplier's organization or with employees whose family members hold such interest. Suppliers must refrain from exploiting their relationship with Sentry and to use Sentry's name with any fraudulent, unethical or dishonest activities. Transactions between employees and Sentry suppliers must not suggest even the appearance of personal advantage. No secret or side arrangement between the company and any policyholder, producer or supplier is allowed.

### **Confidentiality**

Sentry considers its business relationships with each of its suppliers and potential suppliers confidential. Sentry will handle information received from suppliers in a responsible fashion, and expects all suppliers to handle internal information received from Sentry Insurance employees in a similar manner. Sentry will routinely request their suppliers as well as prospective suppliers to execute a Non-Disclosure Agreement. Additional confidentiality requirements may be included in contractual documents if supplier is awarded business.

## **Monitoring and Compliance Management**

It is the responsibility of the supplier to ensure that its representatives understand and comply with the Sentry Insurance Supplier Code of Conduct and to inform Sentry if and when any situation develops that causes the Supplier to violate the code. Sentry suppliers are expected to self-monitor their compliance with this Supplier Code of Conduct. In addition to any other rights Sentry may have under its agreement with supplier, Sentry may request the immediate removal of any Representative who behaves in a manner that is unlawful or inconsistent with this Code or any Sentry policy.

To report a possible violation of the Supplier Code of Conduct, you are first encouraged to work with your primary Sentry contact to resolve your concern. If this is not practical or possible, please call the following number:

Sentry's TOLL FREE CONFIDENTIAL HOTLINE at 1-866-418-4833.

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## **Standard Purchase Order Terms & Conditions**

### **PURCHASE ORDER TERMS AND CONDITIONS FOR SENTRY INSURANCE A MUTUAL COMPANY ("Sentry")**

1. **Acceptance of Purchase Order.** This Purchase Order applies to all purchases of goods and/or services by Sentry from the supplier of such goods and/or services ("Supplier"), and is expressly conditioned on Supplier's acceptance of these terms and conditions. By accepting this Purchase Order in any manner, shipping goods or providing services in response to this Purchase Order, Supplier's submission of a proposal in response to any Sentry Request for Information, Request for Quotes or Request for Proposal, or Supplier's participation in a reverse auction event posted by Sentry, Supplier is agreeing to all terms and conditions contained herein. Sentry hereby objects to any additional or different terms or conditions proposed by Supplier, whether or not contained in any Supplier acknowledgment, invoice, or other business form. Any such additional or different terms and conditions shall be void and of no effect, notwithstanding Sentry's receipt of goods or payment therefor, unless specifically agreed to by Sentry in writing. This Purchase Order incorporates any prior specification, sample, or description of the goods provided by Supplier. Supplier acknowledges that this Purchase Order may be legally transmitted electronically in accordance with the Uniform Electronic Transactions Act (UETA) signed into law in Wisconsin in April of 2004.
2. **Shipment.** All goods shall be shipped F.O.B. Sentry-designated destination, notwithstanding any contrary designation on any business forms of Supplier or shipping documents related to the goods, and notwithstanding that Sentry may designate the carrier(s) for any shipment(s) relating to this Purchase Order. Supplier shall be responsible for all loss of or damage to goods in transit, including damage which may not be apparent at time of delivery. Title to the ordered goods shall not pass to Sentry until delivery of such goods to the designated destination. No partial shipments will be accepted unless previously authorized by Sentry.
3. **Packing List.** A packing list must be included for each shipment, giving description of the material, quantity and purchase order number. Sentry count shall be accepted as final on all shipments not accompanied by a packing list. All packages must bear Sentry's order number. All cartons and bills of lading must be marked with complete shipping address, with Supplier's name on the outside of all packages. All shipments must be packed, marked and described on Bill of Lading as to obtain the lowest applicable rate, except when otherwise specified by Sentry.

4. Deliveries. Time is of the essence. If any part of this Purchase Order is not delivered to the "ship to" address indicated on the face hereof on or before the dates specified, Sentry may cancel all or any part of this Purchase Order without liability and may return to Supplier, at Supplier's expense, any goods previously delivered in connection with this Purchase Order. If shipment by express becomes necessary in order to fulfill Supplier's delivery obligation, Supplier shall pay be responsible for express charges. In addition, Sentry may reject and return to Supplier, at Supplier's expense, goods delivered in excess of the quantity ordered. Sentry reserves the right to reschedule or postpone deliveries pertaining to this Purchase Order at any time, without liability. Damage to any goods not packaged to insure proper protection, will be charged to Supplier or returned at Supplier's expense. All expense of unpacking, examining, re-packing, storing and reshipping any goods rejected as aforesaid shall be at Supplier's expense. Unless expressly agreed, reworked, rebuilt or refurbished goods shall not be furnished hereunder.

5. Inspection, Rejection and Revocation of Acceptance. All goods received shall be subject to inspection by Sentry within a reasonable time after delivery, and Sentry's payment for goods shall not constitute acceptance by Sentry of such goods nor impair Sentry's rights to inspect or any of its remedies. Sentry may reject any defective goods, including goods not in accordance with all applicable specifications or samples provided to Supplier, and may return, at Supplier's expense, part or all of any such defective goods, or may hold such goods pending Supplier's instructions at Supplier's expense and risk. If Supplier fails to give any such instructions within 30 days, Sentry may destroy the defective goods. No replacement of goods shall be made by Supplier unless specified by Sentry.

6. Payment Terms. Prices invoiced by Supplier shall not be higher than those last charged or quoted in any writing provided to and accepted by Sentry. Payment terms shall be 2% 10, net 30 days from the date of receipt of shipment unless otherwise agreed to in writing by the parties. Supplier agrees that Sentry shall receive benefit of any reduction in price of goods or services covered by this Purchase Order which is effective on or before date of delivery. All calculations will be from the date a proper invoice is received by Sentry.

7. Taxes. Supplier agrees to assume exclusive liability under all laws that impose taxes or other assessments on the manufacture or sale of the goods to be furnished hereunder or any component part thereof, or on any process or labor involved therein, or on any services to be rendered by Supplier, and to pay any and all such taxes, except those Sentry specifically is by law required to pay. Any taxes to be paid by Sentry shall be separately stated on the applicable invoice. Invoices shall not include any taxes for which Supplier can obtain, or Sentry can furnish, an exemption from such taxes. In the event it is determined that any charge or tax paid by Sentry was not required to be paid, Supplier will make prompt application for the refund thereof and will promptly remit to Sentry any such refund received by Supplier.

8. No Other Charges. Unless otherwise agree to in writing by Sentry, Sentry shall not be responsible for any charges other than the price of goods purchased and, in accordance with Paragraph 7 above, those taxes on such goods Sentry is specifically required by law to pay (regardless of whether price is quoted as "delivered pricing" or otherwise). Without limiting the generality of the foregoing, Sentry will not be responsible for charges for freight, boxing, packing, crating, loading, unloading or cartage of the goods.

9. Warranties. Supplier warrants that Supplier has good and marketable title to goods subject to this Purchase Order, and further warrants that all goods covered by this Purchase Order shall: (a) be delivered to Sentry free and clear of any liens, claims or encumbrances; (b) be free from defects in design, materials and workmanship, and not be dangerous or in any way present an unreasonable risk to the users thereof; (c) be merchantable and fit for the usual, ordinary and customary purposes for which they generally are used; (d) be fit for the particular purposes and uses for which they are intended; and (e) comply in all respects with all specifications, samples or other descriptions furnished to Supplier. The foregoing warranties shall be in addition to any express warranties extended by Supplier or any other warranties implied by law. In addition, Supplier incorporates by reference and passes on to Sentry the benefits of all warranties given to Supplier by persons from whom Supplier purchased any of the goods.

10. Compliance With Laws. Without limiting the generality of the provisions of Paragraph 9 hereof, Supplier further represents and warrants that all goods and services furnished hereunder, including the production, sale, packaging, labeling, safety, testing, importation, and transportation thereof, and all representations, claims, advertising, prices,

allowances, discounts or other benefits made, offered or authorized by Supplier, shall at all times comply with all requirements of any and all applicable federal, state and local governmental laws, ordinances and regulations, as amended from time to time ("Applicable Laws"), including, without limitation, the Fair Labor Standards Act of 1938, the Flammable Fabrics Act, the Federal Hazardous Substance Labeling Act, the Magnuson-Moss Warranty Act, Presidential Executive Purchase Order No. 11246 and section VII of the Civil Rights Act of 1964. Supplier hereby further warrants and guarantees that, where applicable, reasonable and representative tests or studies as prescribed by the Consumer Product Safety Commission, the Federal Trade Commission, the Food and Drug Administration or other governmental authorities have been performed, or will be performed before delivery, which show that the goods shipped hereunder at the time of their shipment or delivery to Sentry, conform to the standards, rules or regulations applicable thereto. Supplier agrees to supply to Sentry at any time, including after fulfillment of this Purchase Order, such information and records regarding Supplier and/or the goods or services covered by this Purchase Order as are reasonably required by Sentry to comply with Applicable Laws, and Sentry agrees to hold any such information and records confidential to the same extent as Supplier is required to hold Sentry information confidential as set forth in the first sentence of Paragraph 10 hereof.

11. Indemnification. Supplier agrees to indemnify and hold harmless Sentry and all parent, subsidiary and affiliated corporations, and their respective employees and agents from and against any and all claims, liabilities, damages, losses, costs and other expenses (including attorneys' fees), which relate to or arise out of any claim for the following: (a) death, illness or injury to any person or damage to any property, (b) violation by Supplier or of the goods and/or services of any Applicable Laws, including payment of interest and penalties, (c) trademark, copyright or patent infringement, or infringement of any other proprietary right, including rights or publicity or privacy, or (d) any alleged breach by Supplier of any representations, warranties or covenants contained herein; in each case to the extent such claims results or is alleged to have resulted from any act or omission, negligent or otherwise, of Supplier or any of its employees, agents or subcontractors, in the furnishing of goods or in the performance of services hereunder, or from any goods or services sold by Supplier or from their use or consumption, or from the presence of Supplier's employees or agents on Sentry's premises (regardless of whether the asserted theory of liability is strict liability, negligence, or any other legal or equitable theory). Supplier hereby agrees that, in addition to any other of Sentry's remedies, any money due to Supplier from Sentry may be retained by Sentry until all such claims or suits have been settled and evidence to that effect is furnished to the satisfaction of Sentry. This indemnity shall survive the delivery of goods or performance of services hereunder. Upon request, Supplier shall furnish Sentry with evidence proving that Supplier is adequately insured against the risks specified above. The foregoing indemnification extends not only to third-party claims but also to any loss directly suffered by Sentry. If Supplier does not have Workers' Compensation or Employer' Liability Insurance, Supplier shall indemnify Sentry against all damages sustained by Sentry resulting from Suppliers' failure to have such insurance.

12. Force Majeure. Sentry shall have the right to cancel this Purchase Order in whole or in part, without liability, to Supplier in the event of discontinuance of or substantial interference with Sentry's business, by reason of fire, flood, earthquake, strike, act of God, embargo, governmental regulation, or other causes beyond the control of Sentry.

13. Confidentiality. Supplier shall not disclose to any person outside of its employ, or use for any purpose other than to fulfill its obligations under this Purchase Order, any information received from Sentry pursuant to this Purchase Order or otherwise (including as contemplated by Paragraph 14 below), except such information which is (a) otherwise publicly available, (b) is publicly disclosed by Sentry subsequent to Supplier's receipt of such information, (c) is rightfully received by Supplier from a third party not under a duty of confidentiality to Sentry and (d) required to be disclosed by court order or pursuant to Applicable Laws; provided Supplier (i) gives prompt notice of the requirement to Sentry and (ii) makes disclosure only as specifically required by such order or Applicable Law. Also, except as required pursuant to the last sentence of Paragraph 10 hereof, Supplier shall not disclose to Sentry any information which Supplier deems to be confidential, and it is understood that, other than such exception, any information received by Sentry, including all manuals, drawings and documents, will not be of a confidential nature or restrict in any manner, the use of such information by Sentry. Supplier agrees that any legend or other notice on any information supplied by Supplier, which is inconsistent with the provisions of this Paragraph, does not create any obligation on the part of Sentry.



14. Drawings, Blueprints, etc. All drawings, blueprints, specifications and other materials provided to Supplier from Sentry are the sole property of Sentry and are considered confidential. Supplier agrees that all such items and material will be used only to manufacture and supply goods or provide services to Sentry, and that such material will be returned to Sentry upon completion of this or other applicable Purchase Order(s) or at any time upon Sentry's demand.

15. Remedies. In addition to any other remedies provided in this Purchase Order or arising by operation of law, any costs or expenses incurred by Sentry as a result of Supplier's noncompliance with the terms and conditions hereof or from Sentry's exercise of its rights hereunder including, but not limited to, charges for freight, storage, repacking, loading and unloading, may be deducted by Sentry from any present or future Supplier invoices or otherwise recovered from Supplier. In addition, all claims for money due or to become due from Sentry shall be subject to deduction by Sentry for any set-off or counterclaim arising out of this or any other of Sentry's Purchase Orders with Supplier. No remedy provided in this Purchase Order shall be deemed exclusive of any other remedy allowed by law. If either party employs attorneys to enforce any rights arising out of or relating to this Purchase Order in any suit or other action to enforce any right or remedy under this Purchase Order, the party which prevails or substantially prevails in such suit or action shall be entitled to recover reasonable attorneys' fees and costs.

16. No Use of Sentry Name. Supplier shall not, without first obtaining the written consent of Sentry, in any manner advertise, publish, or otherwise disclose the fact that Supplier has furnished, or contracted to furnish, to Sentry the goods and/or services ordered hereunder.

17. Applicable Law and Venue. This Purchase Order shall be interpreted in accordance with the laws of the State of Wisconsin without regard to conflicts of law principles. Venue in any lawsuit arising out of this Purchase Order shall lie exclusively in state and federal courts in the state of Wisconsin. Supplier irrevocably waives to the fullest extent permitted by applicable law (a) any objection it may have to the laying of venue in the applicable court referred to above and (b) any claim that any such action or proceeding has been brought in an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

18. Entire Agreement. This Purchase Order contains the entire agreement between the parties relating to transaction contemplated hereby, and no conflicting prior negotiations, correspondence, conversations, prior or present course of dealing, usage of trade or course of performance shall be deemed in any way to affect the specific term and conditions hereof.

19. Miscellaneous. With respect to goods returned to Supplier for whatever reason, Supplier shall expeditiously authorize, and cooperate in arranging, for the return of said goods. Supplier shall not subcontract, delegate or assign its obligations under this Purchase Order without the written consent of Sentry (parts and material normally purchased by Supplier or required by this Purchase Order shall not be construed as subcontracts or delegations). Descriptive headings are for convenience only and are not a part of this Purchase Order. If any provision contained in this Purchase Order shall be determined to be unenforceable or prohibited by law, then such provision shall be void and the remaining provisions shall not be affected or impaired thereby. Any waiver of a term or provision of this Purchase Order must be in writing to be effective, no waiver of any term, provision or condition hereof shall be deemed to constitute a waiver of any other term, provision or condition of this Purchase Order, or a waiver of the same or of any other term, provision or condition with regard to subsequent transactions or subsequent parts of the same transaction, including without limitation, subsequent shipments under this Purchase Order.

If this Purchase Order relates to printed items and/or printing-related services, the following provisions shall apply in addition to the terms and conditions above.

20. Accuracy of Specifications. Supplier's quotations are based on the accuracy of any Sentry provided specifications. Supplier can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not materially conform to the information on which the original quotation was based.

21. Sentry-Furnished Materials. Materials furnished by Sentry or its representative are verified by delivery tickets. Supplier bears no responsibility for discrepancies between delivery tickets and actual counts. Sentry-supplied paper must be delivered according to specifications furnished by Supplier. These specifications will include correct

weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by Sentry must be usable by Supplier without alteration or repair.

22. Over-runs or Under-runs. Over-runs or under-runs will not exceed the percentage agreed upon by the parties. Supplier will bill for actual quantity delivered within this tolerance. If Sentry requires guaranteed quantity, the percentage of tolerance will be stated at the time of quotation.

23. Proofs. Supplier will submit prepress proofs along with original copy for Sentry's review and approval. Corrections will be returned to Supplier on a "master set" marked "OK," "OK with Corrections," or "Revised Proof Required" and signed by Sentry. Until the master set is received, no additional work will be performed. Press proofs will not be furnished unless they have been required in writing in Supplier's quotation.

24. Color Proofing. A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected.

25. Production Schedules. Production schedules will be established and followed by both Sentry and Supplier.

26. Storage. Supplier will retain intermediate materials until the related end product has been accepted by Sentry. If requested by Sentry, intermediate materials will be stored for an additional period for additional charge.

27. Electronic Manuscript or Image. It is Sentry's responsibility to maintain a copy of the original file. Until digital input can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

28. Sentry Warranties. Sentry warrants that (a) the subject matter to be printed is not copyrighted by a third party or Sentry otherwise has permission or the right to have the subject matter printed, (b) no copyright notice has been removed from any material used in preparing the subject matter for reproduction and (c) the subject matter to be printed does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal rights. Sentry acknowledges that Supplier shall have the right in the exercise of its reasonable judgment to print anything it deems illegal, libelous, scandalous, improper, or infringing upon another's intellectual property rights.

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