



This Vendor Insurance and Indemnification Guide (“VIIG”) forms part of any agreement that is entered into between Dunn-Edwards Corporation, a Delaware corporation (“DE”), and any person or entity (“Vendor”) that enters into an Agreement for Purchase and Sale of Merchandise, a Master Services Agreement (General), a Master Services Agreement (IT), or other agreement with DE that incorporates this VIIG by reference (the “Governing Agreement”).

DE may, in its sole discretion, modify this VIIG from time to time by changing this VIIG on its website and sending Vendor email notice of the change, whereupon the modified VIIG shall apply for future transactions under the Governing Agreement.

**1. Insurance.** Vendor shall maintain in effect during the term of the Governing Agreement and for a period of two years after the termination thereof insurance coverage that is satisfactory to DE. Unless Vendor is otherwise advised by DE, the required insurance shall be as described in the Insurance Coverage Chart that is attached as Exhibit A hereto based on the types of merchandise or services provided by Vendor to DE. Insurance shall be issued by U.S. insurance companies rated in the most recent edition of Best’s Key Rating Guide (Property-Casualty International edition) as A-, VIII or better, and otherwise reasonably satisfactory to DE. Vendor shall provide DE with current certificates of insurance evidencing the required coverage, as well as renewal certificates at least 30 days prior to the expiration of coverage. No required policy shall be cancelable or subject to modification except after 30 days’ prior written notice to DE.

Vendor agrees that upon notice of a claim against DE involving merchandise or services sold to DE that Vendor will immediately and without delay notify all applicable insurance carriers that issued policies to Vendor. Thereafter, Vendor agrees to keep DE informed of all material activity (including any actions taken with regard to any claim by any insurance carrier) and provide DE with copies of all material correspondence or other documents.

**2. Indemnification.** In consideration of payment for goods or services, Vendor agrees to protect, defend, indemnify, and hold harmless DE (together with its subsidiaries, dealers, directors, officers, agents, and employees) from and against any and all loss, liability, damages, claims, demands, and expenses (including, without limitation, court costs and reasonable attorneys’ fees) which may arise out of any acts or omissions of Vendor, or any claim relating to, or resulting from the use of, any of Vendor’s products or services. The foregoing is in addition to, and shall not limit or replace, any indemnification obligations of Vendor under any other agreement with or in favor of DE.

Vendor will, upon DE’s request, execute and deliver to DE a separate short-form indemnification agreement confirming Vendor’s obligations under this Paragraph 2.

**3. Ebix.** DE has contracted with a third party service, Ebix, Inc. (“Ebix”), to monitor Vendor’s compliance with the insurance requirements set forth in Paragraph 1, and to collect for DE the

certificates of insurance required by Paragraph 1. Vendor agrees to cooperate with Ebix in fulfilling these functions.

**EXHIBIT A**

**Insurance Coverage Chart**

Type of Merchandise or Service	Low Hazard Products	High Hazard Products	Ladders & Scaffolding	General Services	Professional Services	Temporary Staffing	Construction	Trucking
Example	Paint Brushes	Sprayers, Chemicals		Janitors, Building Services	Consultants (Accountants, IT)	Any Temps	Any Build-outs or Construction Work	Any 3 <sup>rd</sup> Party Trucking
General Liability (GL)	\$5 Million (unless DE specifically agrees to a lesser amount)	\$5 Million	\$20 Million	\$1 Million	\$1 Million	\$1 Million	\$5 Million	\$1 Million
Auto Liability (AL)	N/A	N/A	N/A	\$1 Million	\$1 Million	\$1 Million	\$1 Million	\$10 Million
Workers' Compensation (WC)	N/A	N/A	N/A	Yes	N/A	Yes	Yes	Yes
Other Requirements	DE named as Additional Insured for GL (Form CG2015)	DE named as Additional Insured for GL (Form CG2015)	DE named as Additional Insured for GL (Form CG2015)	DE named as Additional Insured for GL (Form CG2026)  Waiver of Subrogation Endorsement for WC	DE named as Additional Insured for GL (Form CG2026)  Evidence of Professional Liability Insurance, \$1 Million Limit	DE named as Additional Insured for GL (Form CG2026)  Waiver of Subrogation & Alternate Employer Endorsement for WC	DE named as Additional Insured for GL (Forms CG2033 & CG2037)  Waiver of Subrogation & Alternate Employer Endorsement for WC	DE named as Additional Insured for AL  Evidence of Insurance for Pollution from Transported Cargo (CA9948 or equivalent)  Motor Truck Cargo Coverage for Replacement Cost of Transported Product