

The Coleman Company, Inc. (“we,” “our,” “us”) proudly exhibits over 100 years of ethical business as a manufacturer and retailer. We expect our vendors to ascribe to the values that have made Coleman® brand a brand of distinction.

We believe that it is necessary for each of our vendors, including _____ (“you”, “your”), to agree to conduct itself in a professional and ethical manner as follows:

Confidential Information

You acknowledge that you will be receiving confidential information and materials in many forms from us including, without limitation, information relating to research, development, product(s), trade secrets, business plans, customers, vendors, finances, personnel data, manufacturing know-how (knowledge of methods and processes, detailed manufacturing data, our designs and specifications), and other material or information considered proprietary to us (the “Confidential Information”).

You agree that you will keep the Confidential Information in confidence during and following termination of this Acknowledgement. You also agree that you will not (i) disclose the Confidential Information to anyone, (ii) use the Confidential Information for your own benefit or the benefit of anyone other than us, or (iii) use the Confidential Information for operations not connected with production of products for us.

You will use at least the degree of care and means that you use to protect your own information of like kind, and in any event not less than reasonable care, to prevent the unauthorized use of the Confidential Information.

We agree that your officers and employees who have a need to know may have access to the Confidential Information.

We also agree that Confidential Information does not include anything that would otherwise be Confidential Information but for it being conclusively demonstrated to have:

The Coleman Company, Inc. Rules of Business Acknowledgement

- been generally available to the public or otherwise part of the public domain prior to the date of this Acknowledgement,
- become part of the public domain through a means that is not due to any action on your part,
- been in your possession prior to the date of this Acknowledgement by virtue of some source other than us, which such source is not subject to a duty of confidentiality with respect to such information, or
- been disclosed to you by anyone other than us, if the source had no obligation to us not to disclose such information to others.

You agree that to the extent you are required by law or regulation to make any disclosure of the Confidential Information you will give us reasonable advance notice of such disclosure requirement and will use your commercial best efforts to secure confidential treatment of the Confidential Information required to be disclosed. You also agree that we may intervene to protect our Confidential Information and that you will provide us reasonable assistance in doing so.

If we request, you shall return to us or destroy all Confidential Information (or if other than all, such lesser amount of Confidential Information as is requested by us) and you will not retain any copies whatsoever of materials containing the Confidential Information that was subject of the request. If you elect to destroy the Confidential Information, one of your officers must contemporaneously certify the event and completeness of the destruction.

Gratuities

You certify that you and your representatives did not and will not offer, solicit, accept or provide (or attempt to offer, solicit, accept, or provide) any gratuity (entertainment, gifts, money, or other thing of value) to us or any of our representatives for the purposes of obtaining or rewarding favorable treatment in connection with this Acknowledgement, any other agreement with us, or the award of any agreements with us or in connection with any subcontracts under any of them or the award of any such subcontract.

You also agree to indemnify us for any liabilities, costs, damages, or expenses we incur (including attorneys’ fees, costs of investigation and expenses) as a consequence of any such gratuity being offered, solicited, accepted or provided by you or your representatives or any attempt to do so.

Global Auditing

You acknowledge that we require you to follow local law in providing a safe and reasonable work environment for your employees. As part of any agreement to sell products to us, you will be required to agree that our customers and we may inspect, without notice, your facilities, owned living areas and books and records. As our business relationship progresses, we will provide you with our Vendor Code of Conduct, which you will acknowledge and comply with.

Termination

It is the intent of the parties that this Acknowledgement be in full force and effect at all times during which the parties are conducting any business with each other. Accordingly, this Acknowledgement will not terminate until two (2) years following the termination of any agreement entered into by the parties within ten (10) years of the date of this Acknowledgement. In the event that no further agreements are entered into between the parties, this Acknowledgement will terminate ten (10) years following the date written below.

Dated this ___ day of _____, 20___.

The Coleman Company, Inc.

By: _____

Print Name: Robert F. Fowler

Title: Sr. Vice President, Global Supply Chain

Supplier: _____

By: _____

Name: _____

Title: _____

Over a Century of Coleman Innovation

No product is ever truly sold until it's delivering a satisfactory service to the customer.

W. C. Coleman

Insulated Products



Sleeping Bags



Tents and Shelters



Inflatables



Appliances



Lighting



Furniture



Original Coleman Factory, 1913

**The Coleman Company, Inc.
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Wichita, Kansas 67219
(316) 832-2653**



The Coleman Company, Inc.

**Rules of Business
Acknowledgement**

*The Coleman Company
is defined by its heritage,
and excited about its future.*

www.coleman.com