

DISTRIBUTOR & APPLICATOR

CODE OF CONDUCT

RPM

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RPM DISTRIBUTOR & APPLICATOR CODE OF CONDUCT

RPM affiliates (“RPM”) proudly aspire to be entrepreneurs who create value for all. To maintain that standard, distributors, third-party sales representatives and applicators of our products must be committed to a way of doing business that is ethical, responsible and consistent with our values of Transparency, Trust and Respect, and the principles expressed in RPM’s Values and Expectations of 168 (<http://www.rpminc.com/about-rpm/worldwide-code-guidelines/>), RPM’s Code of Conduct.

By purchasing or installing products of or from RPM, each such distributor, sales representative or applicator agrees to comply with this Code of Conduct. We expect and require that each of our distributors, sales representatives and applicators (“you”) to be a good corporate citizen and engage in legal, ethical, and socially responsible business practices, as follows:

Business Conduct

Bribery and Corruption. Remain free of corruption and bribery and conduct business in a fair and ethical manner. Do not offer, give, request or receive gifts, assurances, or other things of value for the purpose or with the intent of seeking an unfair or inappropriate advantage or favorable treatment, or do anything else that could be perceived as a bribe. Facilitation payments (for example, nominal payments to expediate routine, non-discretionary government action) are also prohibited. Comply with applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act and ensure that your personnel and other persons working on your behalf are aware of and take all necessary steps to comply with such laws and regulations. Contact compliance@rpminc.com for training information.

Examples of Bribery:

- Gifts, meals, entertainment that are disproportionate, frequent or provided during ongoing business negotiations;
- Providing free or discounted services or products with corrupt intent;
- Cash payments;
- Providing benefits to a person or a family member of an existing or potential customer or government official; and
- Payment to influence a government official to speed up or facilitate a government action.

Gifts, Travel and Entertainment. The giving and receiving of gifts, travel or entertainment can be appropriate under certain circumstances and can build goodwill and strengthen relationships, but it can also create the appearance of impropriety, bribery, corruption, conflicting interests or violate the law. Do not offer any gifts to government officials or entities (except nominally valued gifts such as a company logo hat or similar item) in connection with the sale or use of any RPM goods. In any event, gifts must be of a modest value, reasonable, infrequent, properly recorded in company records and in compliance with locally applicable laws, rules, regulations, and applicable industry standards. No gifts of cash or cash equivalents (including “gift cards”) may be made on behalf of RPM or in connection with the sale or use of any RPM goods.

Fair Competition. Comply with applicable antitrust and competition laws, rules and regulations. Do not engage in unfair trade or anti-competitive trade practices, including price fixing, bid-rigging, allocating markets or customers or exchanging commercially sensitive information with competitors (such as pricing, costs, production data, market data, territory data,). Do not misrepresent the characteristics of RPM products or services.

Conflicts of Interest. Do not engage in business transactions that may create, or be perceived as creating, a conflict of interest.

Accurate Books and Records. Ensure your books and records are accurate, complete, reflect all financial transactions and comply with applicable accounting and recording standards. False, misleading, incomplete, duplicate, inaccurate or artificial entries in your books are strictly prohibited.

Trade. Ensure that none of our products are associated with (a) countries on any U.S. sanctioned parties list (Home | Office of Foreign Assets Control (treasury.gov) and Consolidated Screening List (trade.gov); or, (b) entities or individuals subject to any sanctions programs of the United States, United Kingdom, European Union or any other applicable country; or, (c) any breach of U.S. anti-boycott regulations. All shipments or transfers of our products must comply with U.S. and other applicable countries’ export and trade regulations, including, when required, that all export licenses are obtained prior to shipment.

Third Party Due Diligence. Comply with all applicable anti-money laundering and anti-terrorism laws. Conduct due diligence on customers by taking reasonable steps necessary to determine whether third parties transacting with you possess the qualities and standards required under local and international laws, rules, regulations and ethical business standards, your applicable business standards, and RPM’s Values and Expectations of 168. Do not sell or apply RPM product to any third party found to be involved in bribery or corrupt activity, terrorist activity or in violation of any US sanctions laws.

Data Protection and Privacy. Take reasonable steps to protect all personal information received in the course of doing business with RPM in a manner consistent with industry recognized good security and organizational controls, contractual obligations and internationally recognized data protection standards and applicable data protection laws. Personal information must be kept confidential at all times and not used for any purpose other than the business purpose for which it was provided or made available.





Confidentiality and Intellectual Property. Protect our personal, sensitive and confidential information and do not disclose it or use it for the benefit of any other party. Comply with all nondisclosure agreements with RPM.

Change of original documents. Never change the original invoice or original documents to minimize cost of customs and/or taxes by reducing the original purchase prices and thereby the cost of the goods. Such conduct is prohibited.

Publicity. Do not use RPM affiliate or product names, images or logos in advertising material, websites, press releases, displays at trade shows, etc. without prior consent in writing.

Suspension and Debarment. Disclose to RPM any suspension, debarment or comparable action taken by any government agency with respect to you or any of your affiliates.

Compliance with Laws and Standards.

Comply with all applicable laws, rules and regulations and relevant internationally recognized environmental, social responsibility, governance and ethical business standards. Where there are no relevant local or international requirements or standards, comply with industry best practices.

Social Responsibility

Working Conditions. Provide a safe and hygienic workplace and working environment. Your workers shall have, where applicable, appropriate personal protective equipment, be provided Material Safety Data Sheets for hazardous or toxic substances used in the workplace and be sufficiently trained to safely perform their tasks. Your workers have the right to refuse unsafe working conditions without fear of being disciplined. Have a safety program that is actively supported by management and that complies with applicable laws, rules and regulations and ensures identification and reporting of hazards, incidents and risks.

Human Rights. Share RPM's commitment to human rights and worker rights. Act consistently with internationally proclaimed standards, specifically in relation to reasonable, fair and appropriate compensation sufficient to meet basic needs and provide some discretionary income (living wage), right to work, safety, freedom of association, work hours, overtime, wages and benefits and prevention of harassment, slavery, human trafficking and child and forced or involuntary labor.

Non-Discrimination and Equal Opportunities. Share RPM's commitment to equal opportunities. Prevent discrimination on the grounds of sex, age, disability, national origin, race, color, religion, marital status, sexual preference, gender identity, current or veteran military status or any other characteristic protected by applicable law.

Collective Bargaining. Share RPM's commitment to the rights of workers to collective bargaining. Respect the rights of employees to associate, organize and collectively bargain in a lawful and peaceful manner, without penalty or interference.

Harassment. Create and maintain an environment free from any threats of violence, sexual exploitation, abuse and harassment of any kind.

The Environment

Environmental Protection. Act responsibly by minimizing impacts on the environment. Comply with all environmental laws, rules and regulations applicable to and related to your business.

GHG Emissions. Facilitate RPM's GHG emissions reporting obligations by providing responses to RPM's requests for documentation regarding GHG emissions.

Waste. Establish a procedure for the safe handling, storage, transportation, utilization and disposal of waste in accordance with applicable laws, rules and regulations.

Water Usage. Act responsibly by minimizing use of water and identifying opportunities for water reuse and conservation.

Resource Optimization. Use appropriate resources efficiently to reduce waste and emission generation. Optimize methods of transportation in the supply chain and seek sustainable transportation modes wherever possible.

This Distributor and Applicator Code of Conduct supplements but does not supersede any rights maintained by RPM under any contract with you.

Training and Reporting Systems

Notification to Employees. Ensure that the obligations contained in this Distributor and Applicator Code of Conduct are communicated to your employees who perform duties on behalf of RPM.

Reporting Systems. Ensure that systems are in place to detect and resolve treatment of employees that violates applicable law or this code, including a method for your employees to safely report concerns.

Reporting and Auditing

Reporting. If you are made aware of, or reasonably suspect any non-compliant activity or violation of this Distributor and Applicator Code of Conduct you should report the matter immediately to RPM's Vice President, Associate General Counsel and Assistant Secretary or RPM's Chief Compliance Officer, each at 2628 Pearl Road Medina OH 44256, compliance@rpm.com, or by reporting it to RPM's Compliance Hotline at <https://iwf.tnwgrc.com/rpminternational>.

Auditing. You agree that we have the right to verify your compliance with this Distributor and Applicator Code of Conduct and our contractual relationships and to take corrective action, including, but not limited to, inspections and audits of your premises and records and immediate termination of our relationship with you upon notice, if we have reason to believe you are not in compliance with this Distributor and Applicator Code of Conduct.

