

INTERNAL THIRD PARTY INFORMATION FORM

[To be completed by RPM International Inc. Relationship Owner and submitted to appropriate Reviewer]

Goal: Determine whether or not third party has a reputation for integrity and ethical conduct.

1. Name of Third Party:

2. Address:

3. Relationship with [RPM International Inc. Entity Name]:

4. List the countries in which third party will be conducting business on behalf of or with RPM:

5. Describe the products/services this party will provide to/buy from RPM:

6. Describe the third party's relevant experience either as a supplier, distributor, end user, etc.

7. How did you learn about this third party?

8. Was this third party recommended by a government official (defined below)?
If yes, please explain

9. Describe the background research you conducted regarding this entity and the results thereof:

10. Based on your research, what is your perception of this party's reputation?

11. Are you aware of any relationships between this party and any government official (as defined below)? If yes, please describe in detail.

12. Are you aware of any instance in which this party has offered, made or promised to make any payment or transfer anything of value directly or indirectly to a government official for the purpose of influencing any act or decision or obtaining any business advantage? If yes, please describe in detail.

13. Did any "red flags" (see attachment) surface during your investigations that were not otherwise described above?
If so, please explain.

14. Do the amounts being paid to/by the Third Party represent a market rate for the goods or services being exchanged or might any fees or commissions or discounts be viewed as overly excessive?

15. Do you have any reason to believe this party may make unlawful or inappropriate payments on RPM's behalf or that it may buy or sell goods in violation of Trade Controls Laws?

If yes, explain.

16. Has anyone from this third party or one of its customers asked you to make any gifts or charitable contributions?

If yes, please describe.

17. Have you received a completed third party information request form from the third party?

If yes, please attach.

If no, were you required to ask the third party to complete one?

“Government Official” means officers and employees of and individuals in unpaid advisory positions of government institutions, government agencies, departments, instrumentalities and public international organizations, such as the United Nations and NATO, and anyone acting in an official capacity on behalf of these entities as well as all enterprises in which a government owns an interest, such as hospitals, airports and schools.

To the best of my knowledge, after reasonable inquiry, the above responses are accurate.

Name of person completing this form: _____

Date completed: _____

Signature: _____

*Attach to this form any documentation from your research

[INSERT NAME OF RPM ENTITY]
High Risk Third Party Information Request Form

Date:

Your Company Information

Full Company Legal Name:

Other Names your company has used in the last five years:

Street Address (PO Box not sufficient):

Mailing Address:

Telephone Number:

Facsimile Number:

Name of Primary Contact Person:

Email of Primary Contact Person:

Name(s) of Owners:

Names and titles of directors and officers:

Names of affiliated companies:

Please attach a copy of your business registration/corporate formation certificate.

Is your Company or its ultimate parent an issuer of securities that are publicly traded on a national stock exchange?

If yes, what is the name of the publicly traded company?

Does your Company have compliance policies? _____ Does your Company provide training to its employees on any type of ethics or related matters?

If yes, please attach a copy of the policies and/or training materials.

Please describe if any of your dealings related to [RPM] may involve any Government Officials (see definition below):

“GOVERNMENT OFFICIAL” MEANS OFFICERS AND EMPLOYEES OF AND INDIVIDUALS IN UNPAID ADVISORY POSITIONS OF GOVERNMENT INSTITUTIONS, GOVERNMENT AGENCIES, DEPARTMENTS INSTRUMENTALITIES AND PUBLIC INTERNATIONAL ORGANIZATIONS SUCH AS THE UNITED NATIONS AND NATO) AND ANYONE ACTING IN AN OFFICIAL CAPACITY ON BEHALF OF THESE ENTITIES, AS WELL AS, ALL ENTERPRISES IN WHICH A GOVERNMENT OWNS AN INTEREST, SUCH AS AIRPORTS, SCHOOLS AND HOSPITALS.

Is your Company or any employee or representative of your Company related in any way to a Government Official:

If yes, please explain:

Is your Company owned directly or indirectly in whole or in part by a government, Government Official or the family of a Government Official?

If yes, please explain:

Does your Company use any other parties to provide services or interact with Government Officials?

If yes, list the names, addresses and phone numbers of such other parties and a description of the services they provide.

Has your Company performed any due diligence or background checks on these other parties?

If yes, please attach a copy of your due diligence file.

Provide the details of any investigations, charges, judgments or convictions against your Company, a Company employee or representative or anyone listed in item above for any actual or alleged criminal conduct including, fraud, misrepresentation, bribery, etc.

Provide trade references.

CORRUPTION AND TRADE CONTROLS RED FLAGS

Ties to Government

Family or business tied to government officials or employees
Large or frequent political contributions
Recommended to you by a government official or employee
Makes references to political or charitable donations as a way of influencing official action
Large sales to government agencies with high unit price, low frequency

Questionable Circumstances

Requests anonymity
Does not cooperate with the due diligence process or refuses to make representations and warranties
Violations of local law
Suspicious statements such as needing money to “get the business” or “make the necessary arrangements”
Bankruptcies, defaults, civil suits alleging fraud, property seizures, criminal or regulatory issues
Losing bidders are hired as agents or subcontractors

Unusual Compensation

Requests commission or other payment substantially above the market rate or requests a substantial up-front payment
Requests payment in cash or check payable to cash
Requests payment be made through a third party or third country
Refuses to properly document expenses
Unusual bonuses for foreign operating managers

Poor Reputation

Reputation for unethical conduct
Country in which the third party is based or does business has a reputation for corruption (Transparency International Index Score of 50 or less, for example)

Insufficient Capabilities

No expectation that the third party will actually perform substantial or substantive work
Lacks staff, facilities or expertise to perform substantive work
Lacks relevant industry/technical experience

TRADE CONTROLS RED FLAGS

- The customer or its address is similar to one of the parties found on the Commerce Department's [BIS's] list of denied persons.

- The customer or purchasing agent is reluctant to offer information about the end-use of the item.
- The product's capabilities do not fit the buyer's line of business, such as an order for sophisticated computers for a small bakery.
- The item ordered is incompatible with the technical level of the country to which it is being shipped, such as semiconductor manufacturing equipment being shipped to a country that has no electronics industry.
- The customer is willing to pay cash for a very expensive item when the terms of sale would normally call for financing.
- The customer has little or no business background.
- The customer is unfamiliar with the product's performance characteristics but still wants the product.
- The customer declines routine installation, training, or maintenance services.
- Delivery dates are vague, or deliveries are planned for out of the way destinations.
- A freight forwarding firm is listed as the product's final destination.
- The shipping route is abnormal for the product and destination.
- Packaging is inconsistent with the stated method of shipment or destination.
- When questioned, the buyer is evasive and especially unclear about whether the purchased product is for domestic use, for export, or for re-export.

Form of Supplier Certification & Cooperation Letter

I, _____ [insert name and title], on behalf of
_____ [insert name of Supplier] (“Supplier”),
hereby certify and declare as a supplier of goods and/or services to
_____ (“Buyer”), that:

Supplier has been directed to RPM International Inc.’s Values & Expectations of 168 (“the Code”) which can be found at www.rpminc.com/about-rpm/worldwide-code-guidelines. Supplier read, understands and agrees to abide by the Code. Supplier complies with all laws applicable to the manufacture of products by Supplier on behalf of Buyer.

The products and/or services supplied to Buyer comply with the California Transparency in Supply Chains Act of 2010, California Civil Code Section 1714.43 and, as such, no materials supplied to Buyer are produced directly or indirectly by means of slavery or human trafficking. Supplier complies with all applicable laws regarding slavery and human trafficking in the country(ies) in which Supplier does business.

A) Supplier hereby certifies that except as listed in paragraph (B) below, all parts, materials and products supplied to Buyer which constitute direct raw materials used by Buyer to manufacture its products or for which Buyer contracted with Supplier for its manufacture (hereinafter collectively referred to as “Products”), do not contain and will not contain metals derived from “conflict minerals”; i.e., columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives (the “Conflict Minerals”), including in trace amounts or parts per million (catalysts containing Conflict Minerals must be reviewed to determine if any residual Conflict Minerals remain and, if so, disclosure is required).
_____ [initial here if true]

B) Except as listed below, no Products sold by Supplier to Buyer contain any Conflict Minerals.
_____ [Initial here if true].

C) Supplier certifies that no Conflict Minerals contained in the Products listed in paragraph (B) above were mined in or will be mined or otherwise result in the funding of armed groups in the Democratic Republic of Congo and its adjoining countries of Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.
_____ [Initial here if true]

D) Supplier agrees to answer questions and questionnaires that may be provided from time to time by Buyer relating to Conflict Minerals and the origin of any Conflict Minerals in Products supplied by Supplier. _____ [Initial here if true]

E) Supplier certifies that it conducts due diligence of its suppliers to determine the existence of, and the origins of, any Conflict Minerals in the Products Supplier sells to Buyer.
_____ [Initial here if true]

Supplier further certifies that with respect to Products sold to Buyer, it is in compliance with all applicable laws in the country(ies) within which it is or will be operating on RPM's behalf, relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts, facilitating payments and gratuities to private individuals and Government Officials (the "Anti-Corruption Laws"), including in all cases the Foreign Corrupt Practices Act of 1977 and The UK Bribery Act. Supplier certifies that to the best of its knowledge, information and belief, neither Supplier nor any of its representatives has, directly or indirectly, in connection with any engagement by RPM offered, paid, promised or authorized the giving or transfer of anything of value to any person for the purposes of influencing such person to use his or her influence or position to affect or influence any act or decision in order to assist in securing an improper advantage for RPM (such as making an inappropriate payment or a gift to get goods through customs).

No goods contained in the Products sold to Buyer have their origin or were further manufactured in or distributed through Cuba, Iran, North Korea, Syria or Sudan.

Supplier will monitor compliance with these laws and regulations and will timely disclose to Buyer in writing any failure in compliance or if any above certification becomes or is learned to be inaccurate or untrue.

In the event that Buyer has reason to believe that a breach of any obligation to Buyer by Supplier has occurred or may occur, Buyer shall have the right to conduct, or select an independent auditor to conduct, an audit of relevant books and records of Supplier. If Buyer determines, reasonably and in good faith, that there has been such a violation, Buyer shall have the right to terminate any engagement with immediate effect and without penalty of any kind by sending written notice of termination to Supplier.

Supplier shall defend, indemnify and hold Buyer harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to any breach by Supplier or its representatives or agents of any representation or warranty contained herein. Such indemnity obligation shall survive termination or expiration of any agreement between Supplier and Buyer.

I hereby certify, on behalf of Supplier, that the information provided herein is true and correct to the best of my knowledge and believe, after making a reasonable investigation.

Signature

Printed Name

Company Name

Title

Date

RPM International Inc.
Third Party Acknowledgment and Certification

_____ (“Company”) acknowledges that it has reviewed a copy of the RPM International Inc. (“RPM”) Values & Expectations of 168, which were approved as RPM’s Code of Business Conduct and Ethics (hereinafter, “the Code”) and agrees to fully comply with the Code. The Code (and translations thereof) can be found at www.rpminc.com/about-rpm/worldwide-code-guidelines/. If you need a language not presently available online, please inform your RPM contact.

Company certifies and warrants that:

It is in compliance with all applicable laws, including, but not limited to, those in the country(ies) within which it is or will be operating on RPM’s behalf, relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts, facilitating payments and gratuities to private individuals and Government Officials, including in all cases the Foreign Corrupt Practices Act of 1977 and The UK Bribery Act (the “Anti-Corruption Laws”). For the purposes hereof, “Government Official” means officers and employees of and individuals in unpaid advisory positions of governmental institutions, government agencies, departments and instrumentalities (such as customs agents), as well as of public international organizations such as the United Nations and NATO, and anyone acting in an official capacity on behalf of these entities, as well as, all enterprises in which a government owns an interest (such as airports, oil companies, schools and hospitals). Company has not received any communication that alleges that Company or any agent, employee, officer, director, shareholder, partner, representative of or other person associated with Company (including subcontractors) (each a “Representative”) is, or may be, in violation of or has, or may have, any liability under, any Anti-Corruption Law.

Company will not and will take action to ensure that its Representatives do not, directly or indirectly, in connection with any engagement by RPM, (a) take any action that could cause RPM to be in violation of any Anti-Corruption Law or (b) offer, pay, promise to pay, give or transfer or authorize the giving or transferring of anything of value (anything that provides benefit or advantage to the recipient including, but not limited to, cash, the purchase of property or services at inflated or discounted prices, gifts, entertainment, cars, trips, jewelry, home improvements, securities, accommodations, etc.) to any person or government official for the purpose of inducing such person to use his or her influence or position to affect or influence any act or decision in order to assist in obtaining or retaining business for, directing business to or securing an improper advantage for RPM (including the issuance of any permit) or while knowing or having reason to know that all or a portion thereof would be used to do any of the foregoing.

To the best of our knowledge, information and belief, neither Company nor its Representatives has, directly or indirectly, in connection with any engagement by RPM offered, paid, promised or authorized the giving or transfer of anything of value to any person for the purposes of

influencing such person to use his or her influence or position to affect or influence any act or decision in order to assist in obtaining or retaining business for, directing business to or securing an improper advantage for RPM (such as making an inappropriate payment or a gift to get goods through customs, obtain a sale, obtain a permit, etc.).

None of Company's Representatives is currently a Government Official and no government or Government Official is associated with or presently owns an interest, whether direct or indirect, in Company or the relationship between Company and RPM.

Company will retain original supporting documentation for all disbursements made on RPM's behalf, out of pocket expenses, charitable and political contributions, gifts, sponsorships and other payments made on RPM's behalf. Company will and will cause its Representatives to maintain books and records that accurately reflect any payment, giving or transfer of money or anything of value, directly or indirectly, in connection with any engagement by RPM.

Company shall not sell, export, re-export, transmit, divert, or otherwise transfer any RPM products or technology, directly or indirectly, to any individual, business, non-U.S. government, country or other entity, including individuals or entities identified on any of the lists at http://export.gov/ecr/eg_main_023148.asp, if such action would be prohibited for a U.S. person by U.S. export control laws or economic sanctions.

Company shall not sell, export, re-export, transmit, divert or otherwise transfer any RPM products or technology for any end uses if such action would be prohibited for a U.S. person by U.S. export control laws or economic sanctions, including any direct or indirect sales into Cuba, Iran, North Korea, Sudan or Syria. Company shall not take any actions that would cause RPM to be in violation of U.S. export control laws or economic sanctions. Company shall not sell to RPM any products manufactured in Cuba, Iran, North Korea, Sudan or Syria.

Company agrees to notify RPM immediately in writing if it has reason to believe any statement in this certificate to be untrue, inaccurate or incomplete and upon RPM's request from time to time hereafter to provide an updated version of this certificate.

In the event that RPM has reason to believe that a breach of any obligation to RPM by Company has occurred or may occur, RPM shall have the right to conduct, or select an independent auditor to conduct, an audit of relevant books and records of Company. If RPM determines, reasonably and in good faith, that there has been such a violation, RPM shall have the right to terminate any engagement with immediate effect and without penalty of any kind by sending written notice of termination to Company.

Company agrees to accept periodic training regarding the Code, Anti-Corruption Laws and U.S. export control laws and economic sanctions upon request from RPM, but also acknowledges that it has a duty to train its Representatives on these topics irrespective of any RPM-provided training. Company will distribute to its Representatives all educational materials on the Code, Anti-Corruption Laws and U.S. export control laws and economic sanctions as may be provided by RPM and endeavor to ensure that Company's Representatives understand the Code, Anti-Corruption Laws and U.S. export control laws and such materials through training or otherwise.

Company shall defend, indemnify and hold RPM harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to any breach by Company or its representatives or agents of any representation or warranty contained herein. Such indemnity obligation shall survive termination or expiration of any agreement between Company and RPM.

I hereby certify that the information provided herein is true and correct to the best of my knowledge and believe, after making a reasonable investigation.

Company Name

Signature

Printed Name

Title

Date