

CONTRACT MANAGEMENT POLICY

FOR THE LEGAL DEPARTMENT

The Legal Department supporting each affiliated company (each a “Company”) of RPM International Inc. (“RPM”), whether at the Company, Group, or RPM level, shall provide a copy of each new, amended, and renewed agreement referenced below as follows: (a) agreements in Section A to Matt Kucharson, MKucharson@rpm-inc.com; (b) agreements in Section B to Janeen Kastner, JKastner@rpm-inc.com; (c) agreements in Section C to John Kramer, JKramer@rpm-inc.com; and (d) agreements in Section D to Paul Darwin, PDarwin@rpm-inc.com, and Mike Goodwin, MGoodwin@rpm-inc.com. Each agreement must be provided to the identified individual(s) at least two (2) business days prior to execution to allow time for review.

Section A

1. Agreements with an amount under contract of \$10,000,000 or more
2. Agreements for the purchase or sale of real property (land or buildings) or the lease or sublease of any office, plant, warehouse, or distribution center in excess of 10,000 square feet
3. Settlement agreements requiring payments or other consideration exceeding \$50,000 not otherwise approved by John Fisher or Jessica Bieszczak, other than those involving RPM’s captive insurer, First Continental Services Co.
4. All settlements of any amount related to asbestos exposure (whether or not covered by insurance)
5. Credit and loan agreements
6. Letters of credit or guarantees (including parent guarantees) issued to a third party
7. Intellectual property licenses and joint development agreements
8. Agreements with a most favored customer provision or any provision pursuant to which better pricing or terms must be provided to a customer if certain pricing or terms are provided to another customer
9. Contracts with the U.S. General Services Administration
10. Agreements that contemplate a prepaid amount (whether in one or more installments) greater than \$100,000
11. Agreements with a competitor of any Company, or that contain an explicit commitment not to compete with another party

12. Agreements not to reverse engineer, duplicate, insource, produce, reproduce, or otherwise create an alternative or offset to a product or material
13. Agreements granting any party exclusivity with respect to the sale or purchase of goods or services from a Company
14. Agreements with any customer, supplier, or other party when such party flags in Refinitiv as “high risk”
15. Sourcing agreements that contain a “hedge,” such as a commitment that may be in excess of forecasted requirements or a “take-or-pay” or “net settlement” provision
16. Agreements with any party with which/whom an officer, director, managing director, financial director, or general manager has a conflict of interest (whether or not already vetted or approved)
17. Agreements material to the Company entering into the contract
18. Agreements outside the ordinary course of business of the Company entering into the contract that are not otherwise covered above

Section B

1. Employment agreements, except those required by statute
2. Separation agreements with officers, directors, managing directors, financial directors, or general managers, and any separation agreement promising the continuation of RPM benefits such as health insurance or a payment exceeding \$50,000 or the equivalent thereof to any employee
3. Collective bargaining agreements, master labor agreements, and all other similar agreements with a works council, employee representative, or labor union
4. Any commitment to provide insurance coverage, except additional insured endorsements issued through Marsh on an RPM insurance policy
5. Consulting agreements with a former officer, director, managing director, financial director, or general manager, unless specifically relating to a litigation matter and previously approved by John Fisher or Jessica Bieszczak

Section C

1. Agreements related to acquisitions or divestitures or an equity investment in a third party, including non-disclosure agreements



Effective Date: July 1, 2025

Draft Date: May 31, 2025

2. Agreements for the purchase or sale of any intellectual property such as patents, trademarks, or trade secrets
3. Agreements for the purchase or sale of any asset(s) for \$500,000 or more, except agreements entered into in the ordinary course of business
4. Agreements with another Company to transfer any people or lines of business not previously approved by RPM as part of the Request for Change process

Section D

1. Agreements (including new, amended, and renewed) obligating the Company to purchase or utilize a material or service that will result in greater than ninety (90) days of supply, inventory, or service and an annual Company spend exceeding \$25,000