

**RPM INTERNATIONAL INC.
AND ITS SUBSIDIARIES
NON-RETALIATION AND REPORTABLE EVENTS POLICY**

A. Non-Retaliation

As directed by RPM International Inc.'s ("RPM") "Values & Expectations of 168," we must maintain an environment where all of RPM's and its subsidiaries' (collectively, the "Company") officers, directors and employees (collectively, "Employee(s)") are proud to work and want to remain. Consequently, the Value of 168[®] cannot flourish if any Employee feels that he or she would not be supported for reporting, or attempting to correct, as required by RPM's "Values & Expectations of 168," what he or she perceives in good faith to be a potential ethical, legal or policy violation by any Employee or any third party acting on behalf of, or for the benefit of, the Company.

For the foregoing reasons, all officers and directors of the Company are required to supervise, protect and enforce reporting and anti-retaliation procedures identified in RPM's "Values & Expectations of 168." As needed, officers and directors of the Company must also expand and refine procedures locally to ensure that no one who makes a good faith report is subjected to adverse action by anyone as a result of disclosing his or her concerns.

B. Reportable Events

Each of RPM's subsidiaries (individually hereinafter referred to as "Reporting Organization(s)") have an obligation to keep RPM promptly informed of events which may be quantitatively or qualitatively material to RPM's financial condition, cash flows or results of operations.

In order to ensure that these obligations are met, each Reporting Organization is required to promptly report material information and events ("Reportable Event(s)"), including, but not limited to the events listed below, to RPM's General Counsel, Associate General Counsel, and Senior Director of Global Compliance. Additionally, any events requiring reporting under this Policy related to Environmental, Health or Safety matters or incidents must also be contemporaneously reported to RPM's Vice President of Environmental, Health and Safety (EH&S), or in his or her absence, RPM's Vice President of Human Resources; and any events requiring reporting under this policy that may involve or could potentially result in the compromise of computer or information technology stored data or security shall be contemporaneously reported to RPM's Vice President of Information Technology and RPM's Senior Director, Information Technology Operations. **In no case shall the event be communicated to the RPM corporate office later than 24 hours after any Employee's discovery of the Reportable Event.**

Officers and directors of the Company must ensure compliance with this Policy, and must ensure a timely written or email report is submitted that provides the substantive information outlined in the form appended as Attachment A.

The following list of Reportable Events is not an exhaustive list. It does not eliminate other reporting obligations that may exist under other RPM policies or applicable laws or regulations. **Rather it is intended to be illustrative of the type of information and events that should be reported to RPM. Therefore, if there is any doubt as to whether RPM should be made aware of an event, then such event should be reported.**

Accidents/Injury/Property Damage

- Serious Bodily Injury to any person at a Company-owned or managed facility or otherwise involving an employee in the scope of his or her employment.
 - “Serious Bodily Injury” is defined as any injury involving the actual or potential risk of death, lacerations or fractures of any bone, loss of the function of any organ or part of the body that is permanent or may last longer than one week, 2nd degree or higher burns, and permanent disfigurement.
- An accident or incident at a Company-owned or managed facility, or that involves a Company product while in transit to a customer, that causes anyone Serious Bodily Injury or poses a material EH&S Risk or Hazard or any health and safety violation or any incident that could result in, or require, a mandatory notification to a government or regulatory agency.
 - “EH&S Risk or Hazard” is defined as an environmental event, incident, or risk that has the potential to cause any injury to anyone, any animal, any plant life or natural resource; or that results in a failure to contain, store, transport, discharge or dispose any pollutants in accordance with legally required permits, laws or regulations.
- Fire.
- An accident or incident reported by a third party involving an Employee or Company product that raises a potential claim for bodily injury or property damage.
- Property loss that, irrespective of insurance recovery or third party reimbursement, could potentially exceed:
 - \$7,500 if property is located outside of North America.
 - \$50,000 if property is located in North America.

Business Interruption; Loss of Business; Government Intervention; Litigation; Internal Investigations

- Disruption or interruption in manufacturing or shipping that exceeds one day.
- Entry into, change or termination of a commercial agreement or business relationship that constitutes 10% or more of your Reporting Organization’s operating income on an annual basis.
- Termination of, or reduction in, a business relationship with a customer or supplier that constitutes 10% or more of your Reporting Organization’s sales or purchases on an annual basis.
- Any internal-investigations initiated by your Reporting Organization related to potential violations of any laws, regulations or RPM Policy, including but not limited to, the “Values & Expectations of 168”; or that is related to the Company’s revenue recognition or financial reporting requirements.
- Any disposal of inventory resulting from safety or regulatory compliance concerns and any “recalls” or “call-backs” of the Reporting Organization’s products.
- Any facility inspection by government EH&S officials, regardless of findings.
- Notice, investigation or contact by any government law enforcement or regulatory agency related to the Company’s compliance with any laws or regulations, or any investigation, contacts or questioning of any Employee by government law enforcement or regulatory agency related in any way to a potential violation of law or regulation by an Employee that is related to the Employee’s performance of duties for the Company.
- Any fine or settlement of a fine related to an EH&S claim or citation.
- Except as previously disclosed on a Quarterly Litigation Report, any asserted, threatened or unasserted (as defined below) claim, assessment or litigation (each a “Claim”) not covered by RPM’s General Liability or Property Insurance policies, with estimated liability or potential liability in excess of \$250,000 even if, pursuant to ASC 450, the actual amount of the potential loss is not estimable, and whether or not the likelihood of the loss is remote, reasonably possible or probable.
 - For purposes hereof an “unasserted” claim is a contingent loss involving a claimant that has not yet asserted any demand regarding a potential claim that may exist. A potentially reportable unasserted claim is one the company considers to be probable (greater than 80% likelihood) of being asserted by the claimant and reasonably possible (greater than 20% likelihood) of being resolved against the company if asserted.
- Entry of any administrative or judicial judgment filed against the Company or any of its Employees, for actions within the scope of their employment, for any claims not covered by RPM’s General Liability or Property Insurance policies

Business Development; Human Resources

- Entry into a confidentiality agreement or letter of intent with respect to any potential acquisition or divestiture transaction which has not received the prior approval of the RPM Corporate Development Office.
- Termination or resignation of any Reporting Organization's director or officer.
- Commencement of negotiation of a severance package for any officer of a Reporting Organization. Pursuant to the Contract Management Policy, *operating company officer's severance packages must be reviewed by RPM's General Counsel or Associate General Counsel prior to finalizing or executing such agreement.*
- Commencement of negotiation of a severance package for any Employee that is not otherwise required by statute or local law.
- Commencement of negotiation of any agreements that may create a binding obligation on the part of RPM International Inc. Pursuant to the Contract Management Policy, *any agreements that may create binding obligations on the part of RPM must be reviewed by RPM's General Counsel or Associate General Counsel prior to finalizing and executing such agreement.*
- Discovery of a contract signed without following the Contract Management Policy.
- Entry into any written (or unwritten) employment agreements, not otherwise required by statute, the terms of which have NOT been previously reviewed by RPM's General Counsel or Associate General Counsel.
- Suspected or actual theft or fraud by any officer or director of the Company regardless of amount, circumstance or duration.
- Suspected or actual theft or fraud by any employee or employees of the Company resulting in an aggregate loss, intended loss or potential loss of \$10,000 or more.
- Changes to compensation of any type (salary, bonuses, supplemental benefits or other perquisites) to an officer of your Reporting Organization without the approval of RPM's President.
- Any inappropriate disclosure, "leak," or compromise of anyone's personal identifying information that is held by the Company.
- Commencement of formal negotiations with a labor union with respect to an existing or proposed new collective bargaining agreement.

Credit

- Entry into a material direct financial obligation (loan) (including entry in a material facility or program (receivables factoring), or one or a series of material transactions under an existing facility or program).
- Triggering event causing the increase or acceleration of a direct financial obligation (payment) of the Reporting Organization.

Policies

- Any conflict of interest reportable pursuant to RPM’s “Values & Expectations of 168.”
- Any material breach of an RPM Policy, including but not limited to the “Values & and Expectations of 168” that is not otherwise disclosed in a quarterly policy compliance letter.

Trade

- Any shipment of Company goods discovered to have been improperly shipped, or intended to have been improperly shipped to, or through, any country that is subject to an embargo of the United States, or of any other country through which the goods or service originate, are shipped, transit or terminate.
- Any transaction occurring with any individual or organization identified in the Special Designated Nationals or Blocked Person lists issued by the U.S. Department of Treasury’s Office of Foreign Asset Control (OFAC), or in any other lists issued by any country through which goods or services originate, are shipped, transit or terminate.
- Any intended export of, or discovery of an unauthorized export of a product whose export is controlled or regulated by the U.S. Department of Commerce or other U.S. or foreign country’s agency.
- Any requests for agreements or the discovery of the entry into an agreement, that directly or indirectly contains boycott language contrary to the U.S.’s anti-boycott laws.

C. Reporting and Approval Requirements Connected to Gifts, Entertainment, Travel, Lodging and Meals

The following must be reported to the General Counsel or Chief Compliance Officer of the respective Reporting Organization, or to RPM’s General Counsel, Associate General Counsel or Director of Global Compliance:

Business Expense Reimbursements and Transactions

- Any reimbursement for meals, entertainment, travel or lodging business expenses offered to, requested by or paid to a government agency or government official.
- Any requests made by an Employee to any third party for personal reimbursement, as opposed to the Reporting Organization being directly reimbursed, for business expenses valued in excess of \$1,000 U.S.

Gifts (Includes Donations, Entertainment, Meals And Any Other Items That Directly or Indirectly Provide Value)

- Any solicitation made by an Employee for non-nominally valued gifts.
- Any gift (other than a Company promotional/novelty item such as a Company hat, cup, or similar item) requested by, offered to or given to a government agency or official.
- Any request by a non-government third party to the Company or an Employee for a non-cash gift that is valued in excess of \$1,000 U.S.
- Any gift of travel or lodging offered by an Employee to a third party, or by a third party to an Employee. *This only applies to “gifts” of lodging and travel and does not apply when non-cash reimbursement for travel and lodging is directly and proportionally connected to a legitimate business purpose – such reimbursements are business expenses and not “gifts.”*
 - In accordance with the “Values & Expectations of 168” all gifts of travel or lodging must be previously approved by RPM’s or the Reporting Organization’s General Counsel.
- With regards to a gift that would NOT otherwise comply with RPM’s gift policies that are identified in the Values & Expectations of 168, the acceptance of such gift on behalf of the Company occurring because declining the gift would be inappropriate, impolite, embarrassing to the person or entity making the offer, or culturally offensive to the person or entity making the offer.

Gifts and Reimbursements Involving Cash or Cash Equivalents

- Any request by any third party to the Reporting Organization or an Employee for a gift of cash or cash equivalent or to be paid or reimbursed in cash or a cash equivalent for meals, entertainment, travel, or lodging business expenses.
- Any gift of cash or cash equivalent offered or made to any third party.

Any officer or director of the Company who violates this Policy may be subject to disciplinary action up to and including termination. As indicated in RPM’s “Values

and Expectations of 168,” RPM retains the right to report any violations of law to appropriate authorities.

RPM REPORTABLE EVENTS POLICY
NOTICE FORM

To: The General Counsel, Associate General Counsel, and Director of
Global Compliance, RPM International Inc.

From: _____
Name & Title

Today's Date: _____

Company Name & Physical Address of Where You Work:

Date of the Incident You are Reporting: _

Specific Location of the Incident (if applicable): _

Detailed Description of the Incident:

-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

Names of All People Directly Involved in the Incident:

-
-

-
-
-
-
-
-
-
-

If there is a loss, or potential loss, please list the value of the loss and identify the monetary convention used to report said amount.

Confidential Communication Protected by the Attorney-Client Privilege