

**RPM INTERNATIONAL INC.  
AND ITS SUBSIDIARIES AND OPERATING COMPANIES  
CONFLICT MINERALS POLICY**

It has been and will continue to be the policy of RPM International Inc. (RPM) and its subsidiaries and operating companies (collectively, with RPM, the “Company,” and each individually referred to as “RPM Manufacturing Company”) to comply with the letter and spirit of all applicable laws, rules and regulations. To meet this standard as it specifically applies to RPM’s reporting requirements under the United States Securities and Exchange Commission’s regulations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its Conflict Minerals provisions, the following procedures are implemented.

**A. Definitions:**

The following definitions apply throughout this policy:

“3TG Mineral(s)” or “Conflict Mineral(s),” refers to Tantalum, Tin, Tungsten, and/or Gold. **It does not include metal compounds of Tantalum, Tin, Tungsten, and/or Gold that are not manufactured by the Company and that are only used or purchased by the Company.**

“RPM Product(s)” means any products sold by an RPM Manufacturing Company.

“Material(s) Contracted to Be Manufactured,” means any materials and/or products that an RPM Manufacturing Company contracts to be manufactured and that (1) the RPM Manufacturing Company incorporates into and is contained in a finished manufactured RPM Product, or that itself becomes a finished RPM Product, AND (2) the RPM Manufacturing Company has or had an influence that directly relates to the manufacture of the material and/or product. It does not include the following:

Any product that an RPM Manufacturing Company only repackages and/or rebrands, re-labels and resells without making any modifications to the product itself, as long as the RPM Manufacturing Company did not have any influence in its manufacturing.

“3TG Direct Raw Material(s)” means any materials used by an RPM Manufacturing Company to manufacture an RPM Product AND that (1) possesses or could possess a 3TG Mineral, (2) is contained in, or is potentially contained in, regardless of how de minimis or slight the quantity may be, in the finished RPM Product, and (3) is necessary to the functionality or production of the RPM Product. It also includes all materials as described in the preceding sentence that may be contained in a Material Contracted to Be Manufactured.

It does not include the following:

1. Packaging materials or materials used to manufacture packaging materials, unless the RPM Manufacturing Company manufactures the packaging material for sale as an independent RPM Product.
2. Equipment used to manufacture RPM Products, unless the RPM Manufacturing Company manufactures such equipment for sale as an independent RPM Product.
3. Materials contained in, or used to service and maintain, the mechanical tools and equipment used to manufacture RPM Products.
4. Indirect products that are used by the Company, but that are not directly used to manufacture any RPM Product. For example, office supplies, paper, computers, telephones, etc.
5. Any materials in the possession of an RPM Manufacturing Company prior to January 31, 2013.

“DRC Region” refers to 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.

**B. Company’s Determination of Products that May Contain 3TG Minerals.**

1. By January 15 of each year, each RPM Manufacturing Company will review all materials within its supply chain during the prior calendar year that may have been used to manufacture an RPM Product or Material Contracted to Be Manufactured to determine whether such materials constitute a 3TG Direct Raw Material.
2. No later than January 15 of each year, or the Monday thereafter if January 15 falls on a weekend, each RPM Manufacturing Company will submit a certification to RPM’s Director of Global Compliance identifying whether any materials in its supply chain and used during the prior year constitute a 3TG Direct Raw Material. If one or more such 3TG Direct Raw Materials exist, then the certification must include relevant RPM Manufacturing Company and supplier information for each 3TG Direct Raw Material in the Excel spreadsheet format provided in Attachment A.

**C. Company’s Due Diligence Procedure:**

1. RPM’s Director of Global Compliance is responsible for coordinating with all relevant RPM Manufacturing Company representatives for the uploading of all 3TG Direct Raw Material data collected pursuant to paragraph B.2 above into an Information Technology (IT) interface. Such interface shall be designed in a manner that allows for the submission of initial email requests to all 3TG Direct Raw Material suppliers, for questionnaires to be answered and submitted electronically, for tracking of the responses to all questions by all relevant suppliers, and periodically, but no less than once every three weeks through April 10 of each year, for the automated sending

of email reminders to all suppliers who fail to electronically submit their responses via the IT interface.

- a. All initial email requests shall be submitted to the 3TG Direct Raw Material suppliers no later than February 1 of each year, or the Monday thereafter if February 1 falls on a weekend.
  - b. The questionnaire format that shall be used for all inquiries of 3TG Direct Raw Material suppliers is the then most current version of the Conflict Minerals Reporting Template published by the Conflict Free Sourcing Initiative.
2. In order to ensure consistency and accountability throughout the Company, any requests by an RPM Manufacturing Company to submit questionnaires through means other than through the IT interface described in paragraph C.1 above must be pre-approved by RPM's Director of Global Compliance.

#### **D. Coordinating Instructions:**

1. An RPM Manufacturing Company that determines that any product(s) that it purchases for resale does not meet the definition of a Materials Contracted to Be Manufactured need not request information about the product(s) or include relevant data about that product in the Excel spreadsheet referenced in paragraph B.2 above. **However in order to ensure proper documentation, the RPM Manufacturing Company must submit a memo to RPM's Director of Global Compliance identifying the supplier(s), the product(s), and the reason(s) why the RPM Manufacturing Company believes that the product(s) are not included within the definition of Materials Contracted to Be Manufactured.** This memo need only be submitted to RPM's Director of Global Compliance one time, and does not need to be resubmitted every year as long as the circumstances relating to the supply or supplier of the product do not change from year to year.
2. All 3TG Direct Raw Material suppliers for the calendar year must be identified in the Excel spreadsheets referenced in paragraph B.2 above and depicted in Attachment A. However, if a supplier does not have email or the capability to receive notice of, or respond to, the questionnaire electronically, that should be identified with the notation "NO EMAIL" in the "Supplier's Contact Email Address" section of the Excel spreadsheet. It is then the responsibility of the designated representative of the relevant RPM Manufacturing Company to independently obtain and document the answers to the questionnaire from the supplier, and to submit the documentation of all answers to RPM's Director of Global Compliance by April 1 of each year, or the Monday thereafter if April 1 falls on a weekend. To facilitate the review and preservation of each supplier's information, RPM's Director of Global Compliance will ensure that all such independently collected and monitored information is manually uploaded into the IT interface by no later than April 10 of each year, or the Monday thereafter if April 10 falls on a weekend.

3. Each RPM Manufacturing Company is responsible with ensuring that all 3TG Direct Raw Materials suppliers appropriately submit their responses to the questionnaire. In the event that a supplier ignores the notices, or expresses reluctance to appropriately respond, it is the responsibility of the RPM Manufacturing Company to directly communicate with that supplier and to continue to request the supplier's appropriate responses.
4. If by April 10 of any year a 3TG Direct Raw Material supplier does not respond to the requested questionnaires, the relevant RPM Manufacturing Company must provide a list of any such suppliers to RPM's Director of Global Compliance, *unless the RPM Manufacturing Company **knows** that RPM's Director of Global Compliance can already access such information through the IT interface.* RPM's Director of Global Compliance will confer with the RPM Manufacturing Company's management to determine appropriate alternatives available to obtain compliance from the non-responding suppliers, including the option of terminating all further purchases from such suppliers.
5. In order to ensure and evaluate consistency throughout all RPM Manufacturing Companies on all Conflict Minerals matters, RPM's Director of Global Compliance will function as the primary facilitator and liaison between all RPM Manufacturing Companies. However, compliance of all Conflict Minerals obligations under this policy is the individual responsibility of each RPM Manufacturing Company.
6. A designated representative from each RPM Manufacturing Company must review the responses to the questionnaires in order to determine whether any answers to the questionnaire received from any supplier, or any other factors learned through other due diligence inquiries of a supplier, indicate any of the following: (1) that the supplier misrepresented or is not being truthful when answering any questions in the questionnaire, or (2) that **there is reason to believe that any of the 3TG Minerals contained in any of the RPM Manufacturing Company's products may have originated from the DRC Region or supported the armed conflicts in the DRC Region.** If either the above concerns exist, the RPM Manufacturing Company must inform RPM's Director of Global Compliance about its concerns. It is the responsibility of the RPM Manufacturing Company to contact and communicate with its supplier to resolve any concerns to the satisfaction of RPM's Director of Global Compliance. By April 15 of each year, or the Monday thereafter if April 15 falls on a weekend, RPM's Director of Global Compliance will review any unresolved matters and attempt to determine whether there is a reason to believe that a 3TG Mineral contained in any RPM Product originated from the DRC Region or supported its armed conflict. **Note:** *Without more, an answer that simply states that the supplier does not know from where the 3TG Mineral originated does not alone rise to the level of "reason to believe" that the mineral came from the DRC Region or supported the armed conflict in that region.*

#### **E. Inquiries from the Company's Customers:**

Each RPM Manufacturing Company is likely to be asked by many of its customers about the existence of Conflict Minerals contained in the products that the RPM Manufacturing Company provides to its customers. Consequently, each RPM Manufacturing Company should establish procedures to access its 3TG Direct Raw Material suppliers' answers to the Company's Conflict Minerals questionnaires in a manner that allows for their efficient review when answering Conflict Minerals inquiries from the RPM Manufacturing Company's customers. In order to ensure the accuracy of any information the Company provides to its customers, all RPM Manufacturing Company representatives who are tasked with answering questions from any Company customers must refer to the 3TG Direct Raw Material supplier's Conflict Minerals responses prior to answering questions from customers relating to Conflict Minerals contained in RPM Products.

**F. Document Retention Under This Policy:**

Records relating to this policy must be maintained in a manner that facilitates the review and audit of compliance with this policy. Therefore, unless otherwise required by law or other RPM, operating group, or operating company policy requires retention for a longer period, all records, including, but not limited to purchase orders for 3TG Direct Raw Materials, contracts to manufacture, Conflict Minerals questionnaires, supplier responses, responses to customer Conflict Minerals inquiries, and any correspondence (electronic or otherwise) relating to the Company's or a supplier's or customer's use of Conflict Minerals must be maintained by the Company for a period of six (6) years.

**G. Audit:**

The RPM Internal Audit Department may audit compliance with this policy.