

CONTRACT MANAGEMENT POLICY

To assist RPM International Inc. ("RPM") in effectively protecting its ownership interests in its operating company assets, the following policy applies to all RPM subsidiaries (each an "Operating Company"). Each Operating Company shall provide at least two business days before signing a copy of any contemplated contracts in Section A to Tracy Crandall, TCrandall@rpminc.com, in Section B to Janeen Kastner, JKastner@rpminc.com, and in Section C to John Kramer, JKramer@rpminc.com. Before sending such contracts to RPM they should be reviewed and approved by the Operating Company legal department and business leadership.

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 plant, warehouse or distribution center in excess of 10,000 square feet
3. Settlement agreements in the amount of \$250,000 or more and
 - (a) all settlements of any amount related to asbestos exposure (whether or not covered by insurance),
 - (b) all settlements with a governmental authority and
 - (c) all consent decrees or settlements related to an environmental liability of \$100,000 or more
4. Credit facilities and any other agreements to borrow money
5. Letters of credit, guarantees or performance bonds issued to a third party, except those performance bonds issued through Marsh
6. Intellectual property licenses, whether the Operating Company is the licensor or licensee
7. 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
8. Contracts with the U.S. General Services Administration and any contracts with a value of \$250,000 or more with a co-operative or similar organization acting for the benefit of a government agency of any type
9. Agreements that contemplate any prepaid amount (whether in one or more installments) in excess of \$100,000
10. Agreements containing a commitment not to compete with another party (whether based on product-type, geography or otherwise)
11. Purchasing agreements that contain a "hedge," such as a commitment that may be in excess of your forecasted requirements or a "take-or-pay" or "net settlement" provision

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
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 International insurance policy

Section C

1. Agreements related to acquisitions or divestitures, including non-disclosure agreements
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 the ordinary course of business
4. Agreements with another Operating Company to transfer any people or lines of business