

ANTITRUST POLICY

Purpose

“Antitrust laws” or “Competition Laws” (collectively “Antitrust”) aim to preserve the competitive, free enterprise system that is the basis of a free market economy. Abiding by Antitrust rules is fundamental for creating and sustaining a competitive economy.

In line with the Values & Expectations of 168, RPM and its Affiliates (the “Company”) are committed to competing vigorously in all aspects of business but will only do so in an ethical and responsible manner. As responsible entrepreneurs, we are committed to ensuring that competition in the market for products and services is maintained and protected.

This Policy is designed to promote compliance with all applicable Antitrust laws in all countries and jurisdictions in which RPM operates.

Scope

This Policy applies to all officers, directors and employees, wherever they are located.

This policy also applies to Distributors & Suppliers that engage in any business activity with RPM as outlined in the respective Distributor & Supplier Codes of Conduct, copies of which can be found at <https://navigator.rpminc.com/business-partner-management/>

Policy

Antitrust laws prohibit business practices that limit competition. Under Antitrust laws, agreements and arrangements that prevent or restrict competition, or intend to do so, may be considered illegal, whether such agreements are written or oral, formal or informal.

Types of Antitrust violations:

Market Allocation: An agreement between actual or potential competitors to divide markets / sectors by allocating customers, suppliers, geographic regions, territories, or specific types of goods or services.

Bid Rigging: The illegal practice in which businesses conspire to allow one another to secure contracts at raised prices, thereby undermining free-market competition.

Companies acting as cartels engage in bid rigging practices to retain market share, control pricing and prevent fair competition.

Bid rigging includes:

- a) Bid suppression - competitors purposefully refraining / withdrawing from tenders to enable the artificial “win” of a contract to a colluding company, often in exchange for the award of a subcontract to one of the “losing” bidders;
- b) Complementary bidding - creating the illusion of genuine competition through submission of unacceptably high tenders or contractual provisions which nullify the bid; and/or
- c) Bid rotation - competitors taking turns to offer lowest tenders on a variety of contract specifications.

Price Fixing: The practice whereby rival companies come to an illicit agreement not to sell goods or services below a certain price, inhibiting free-market forces. Price Fixing is illegal as it involves collusion among two or more producers of a product or service to maintain artificially high prices or keep the prices they pay their suppliers artificially low.

No-Poach Agreements: “No Poach” agreements are promises between companies not to compete for each other’s employees that:

- a. May be a written or oral understanding;
- b. May restrict one or both parties to the agreement; or
- c. May restrict recruiting, solicitation, hiring or similar kinds of competition for workers that impact an employee’s ability to move from one company to another.

Wage-Fixing Agreements

- a. Agreeing with a competitor to set salaries at a certain level or within a range;
- b. Agreeing with a competitor not to increase salaries or to increase salaries by a certain percentage; or
- c. Agreeing on other terms of compensation.

Monopoly: The domination of an industry / sector by a single company, to the point of excluding all other viable competitors. It is important to note it is only the act of acquiring market share through exclusionary or predatory practices which is illegal. This can include:

- Exclusive Supply Agreements
- Tying the sale of two products
- Predatory Pricing
- Refusal to supply (boycott)
- Certain types of merger & acquisition activity

Certain Mergers & Acquisitions:

- a) **Horizontal Merger:** A merger between firms that produce and sell the same products, i.e., between competing firms. Horizontal mergers, if significant in size, can reduce competition in a market and are often reviewed by competition authorities.
- b) **Vertical Merger:** The combination of two or more companies involved in different levels of the supply chain of a common product or service. There is risk of violation of Antitrust laws should a vertical merger adversely impact a competitor’s ability to access supplies.
- c) **Potential Competition Merger:** This type of merger involves one competitor buying a company that is planning to enter its market to compete (or vice versa), preventing the actual increased competition that would result from the firm's entry or eliminating the procompetitive effect that the entrance of the competitor into the market would bring.

Exchange of confidential and commercially sensitive information: The exchange of confidential information which may reduce or remove any degree of uncertainty between competitors in

respect of current or future market conduct may be illegal [and considered a breach of Antitrust laws and RPM's Values & Expectations of 168]. Confidential information includes pricing, credits or discounts, terms of sale, capacity, production forecasts, sales volumes, current trading conditions, commercial strategies, research and development projects, identity of customers and suppliers, details of negotiations with retailers, marketing plans, etc.

Certain arrangements almost **always** break Antitrust laws, **NEVER**:

- Divide up markets, customers, suppliers or territories in agreement with actual or potential competitor(s);
- Rig a bidding process - you must not reach any understanding/agreement with an actual or potential competitor that would predetermine to whom a bid will be awarded;
- Fix Prices – any understanding/agreement with an actual or potential competitor(s) that sets, regulates, or impacts the sales price, including minimum and maximum prices is prohibited;
- Fix Terms - any understanding/agreement with an actual or potential competitor(s) that sets, regulates, or impacts the terms and conditions of sale i.e. credit terms, pricing formulas, promotional programs. discounts and other allowances etc is prohibited;
- Limit production - you must not reach any understanding/agreement that sets, regulates or impacts production capacity, this would include agreements to shut down capacity; and
- Obtain Competitor information directly from a competitor – prices, marketing information, customer data etc.

There are other arrangements and activities that could result in potential breaches of Antitrust laws, as such **ALWAYS**:

- Ensure any business venture with competitors are reviewed by your Group's or RPM's Legal and Compliance department;
- Avoid unnecessary informal contact with competitors;
- Avoid misleading customers by promising performance that can't be fulfilled;
- Avoid advertising or making representations about products or services that cannot be substantiated;
- Be careful - If any employee is present at a meeting where competitors are discussing topics such as pricing or customers, they must leave immediately and notify their Group's or RPM's Legal and Compliance department. Even informal discussions about these topics could be an Antitrust violation.
- Ensure any decision to refuse to supply / boycott customers or suppliers with products or services is made independently or in line with other RPM Policy requirements. Refusal to supply cannot be intended to be coercive or based on an arrangement with other third parties, such as competitors, dealers or suppliers;
- Ensure that any decisions about prices or terms of sale are determined unilaterally, i.e. without communicating with competitors in the marketplace.

- Ensure exclusivity arrangements which requires a distributor to purchase particular products, or a line of products are closely scrutinized to ensure that they comply with anti-competition laws and regulations and are reviewed by your Group's or RPM's Legal and Compliance department;
- Avoid discriminating against or treating differently any customer competing with one or more other customers. If prices, rebates, discounts or bonuses vary, make sure the variations are legally justified and documented. Differences in prices or other terms of sale may be permitted if justified; and
- Discuss with your group or RPM's legal department prior to making any decision to restrict a customer's marketing activities.

Trade Associations

Membership in trade associations and participation in trade association meetings can be legitimate forums for discussing legislation, safety, public policy, and other relevant matters that surround trade and markets. However, trade associations also present an inherent risk of facilitating intentional or inadvertent illegal information exchanges or even cartels.

Membership or participation in trade associations or trade shows should be approved by your operating company's or RPM's Legal and Compliance Department in advance. Copies of materials distributed at the show or meeting should be kept in accordance with your operating company's document retention policies.

The following specific requirements should be noted in respect of trade association membership and meetings as outlined in the RPM Values & Expectations of 168:

- Do not submit statistics or other company information to trade associations without approval of your company's Legal and Compliance department; and
- Take special care not to participate in any communications that may be in violation of Antitrust laws. Employees must not engage in discussions or activities that would lead to an allegation or appearance of improper behaviour.

Doing business with a competitor

Any potential business ventures i.e. sales to, purchases from, licenses of intellectual property or other transactions with competitors must be reviewed by the RPM Legal & Compliance department as per RPM's [Contract Management Policy](#) and approved in writing prior to agreeing any terms or arrangements.

Benchmarking/Gathering Competitor Information

Should you wish to gather competitor benchmarking data, use only publicly available sources and literature. The Company can conduct lawful gathering of competitor intelligence using only publicly available sources and literature. If there is any doubt as to whether competitor information may be considered confidential check with your Group's or RPM's Legal and Compliance department.

If you are ever in doubt as to whether any action that you are seeking to take violates this policy or any fair-trade practice, Antitrust or competition law, you must seek the advice of the

Legal department of your operating company or the Legal and Compliance Department of RPM.

A suspected violation of this policy can be reported to your supervisor, human resources, or to any member of the legal or compliance departments. Employees are also welcome to contact the Company's [Hotline](#) to report their concerns to RPM. A suspected violation received by anyone in a management or supervisory role must be reported to RPM as a [Reportable Event](#). Allegations will be investigated thoroughly and objectively. For more information, refer to [RPM's Hotline and Non-Retaliatioin Policy](#). Any employee who violates this Policy, including the failure to submit a Reportable Event, directs or who knowingly permits a subordinate to violate a Policy, or who engages in retaliatory actions, may be subject to disciplinary action up to and including termination. The company retains the right to report any violations of a Policy that are also illegal to the appropriate authorities.