

## INNOSPEC INC. ANTI-CORRUPTION POLICY

### I. SUMMARY

In support of Innospec's core values, the Code of Ethics requires compliance with all applicable laws, including those prohibiting corruption and bribery. Amongst other laws, Innospec is subject to the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the U.K. Bribery Act ("**UKBA**"), and the anti-corruption laws of the countries in which it does business. Although the application of these laws may be complex, their central purpose is simple: to regulate business behavior so as to prevent bribery and corruption and to punish corporate entities and individuals who fail to comply with these laws.

This Policy imposes four over-arching requirements.

*First*, individuals within the scope of this Policy may not offer, promise or provide a Thing of Value (as defined in section III) to any person, including Government Officials (as defined in section III), to improperly obtain or retain business or to secure an improper advantage in conducting business. Amongst other things, this first requirement prohibits the payment of bribes to win new contracts, to retain existing contracts, to expedite the processing of any official documentation (e.g. customs clearance or environmental certification) or to improperly influence any person.

*Second*, individuals within the scope of this Policy may not accept a bribe or anything of value in violation of this or any other Innospec policy, including the Code of Ethics.

*Third*, because Innospec may be held liable in certain circumstances for the corrupt conduct of Third Party Representatives (as defined in section II), Innospec will not appoint or work with any Third Party Representative which does not comply with the laws referred to in this Policy and unless and until that Third Party Representative has been approved pursuant to Innospec's due diligence process.

*Fourth*, individuals within the scope of this Policy must ensure that accurate books and records are maintained, detailing each expenditure of Innospec funds or Things of Value relating to Innospec business.

Annex D contains answers to frequently asked questions about this Policy, the FCPA and the UKBA. If, at any time, you have any other queries about this Policy, you should contact Innospec's Vice President, General Counsel and Chief Compliance Officer ("**GC/CCO**") or Legal Compliance Team (collectively "**Legal Compliance**").

## II. SCOPE

This Policy applies to Innospec Inc.'s board of directors ("**Board**") as well as all officers, directors, employees (permanent and temporary) and contract employees of Innospec Inc., and all of its subsidiaries and affiliated companies ("**Innospec**") wherever located and regardless of citizenship (collectively "**Employees**"). This Policy's general principles and prohibitions also apply to agents, distributors, consultants, joint venture partners, and all other third parties acting for or on behalf of Innospec wherever located and regardless of citizenship (collectively "**Third Party Representatives**").

Innospec recognizes that its Board, Employees and Third Party Representatives are citizens of many countries and that its operations are subject to many different laws, customs and cultures and Legal Compliance may therefore issue specific anti-bribery guidelines to conform to local laws in some countries. Any such guidelines will be at least as strict as the minimum standards set out in this Policy.

The Board, all Employees and Third Party Representatives must read and comply with this Policy.

## III. DEFINITIONS

The following definitions apply throughout this Policy:

- "**Thing of Value**": means anything that the recipient might value, such as a financial or other advantage, including cash, gifts, gift cards, items with Innospec's logo, electronic equipment, clothing, meals, entertainment (for example, concert, theater, sport or other similar event invitations), travel, accommodation, transportation, loans, use of property or equipment, charitable donations, political contributions, medical treatment and job or internship offers.
- "**Government Official**": means any official or employee of federal, state, provincial, county or municipal governments or any department or agency thereof; any officer or employee of a company or business owned in whole or in part by a government ("**State-Owned Enterprise**"); any officer or employee of a public international organization (for example, the World Bank, United Nations or the European Union); any foreign political party or official thereof; or any candidate for political office. Government Officials include officials at every level of government, regardless of rank or position.

Many governments operate in commercial areas through State-Owned Enterprises, particularly in industries relating to energy, extraction, mining, defense, aerospace, banking, telecommunications and healthcare. Even if a government is only a minority owner of an entity, that entity may be a State-Owned Enterprise if the government has substantial control over its operations. Importantly, the ownership and control structure of an entity is not always apparent, and U.S., U.K. and other regulatory authorities may consider an entity to be a State-Owned Enterprise (and its employees to be Government Officials) for purposes of enforcing anti-corruption laws, even if local law does not view that entity as state-owned. Any questions or concerns about whether an entity is a State-Owned Enterprise should be brought to the attention of Legal Compliance.

#### **IV. PROHIBITION OF BRIBERY**

Under no circumstance shall any Board member, Employee or Third Party Representative offer, promise or provide (or authorize, permit or conspire to provide) a Thing of Value to any person:

- to improperly obtain or retain business or an advantage in the conduct of business;
- to induce the recipient to perform some function improperly; or
- while knowing or believing that the recipient is not legally or contractually permitted to accept such Thing of Value (because of employment obligations or otherwise); or
- while intending, knowing or suspecting that the recipient will themselves offer, promise or provide a Thing of Value to any other person for any of the aforementioned purposes or in any of the aforementioned circumstances.

It is a violation of this Policy to intentionally disregard, or to be willfully blind to, the offering or making of an improper payment. Further, Board members, Employees and Third Party Representatives may not do indirectly what this Policy forbids them from doing directly.

This Policy also forbids “facilitating” or “grease” payments (e.g. payments made to speed up a transaction or process) for routine action by Government Officials. If any Board member, Employee or Third Party Representative feels compelled to make a payment otherwise prohibited by this Policy (e.g. to escape an imminent threat to their health or safety) the Board member, Employee or Third Party Representative must report such payment and provide all relevant details regarding the incident to Legal Compliance as soon as practicable. Innospec shall accurately record all such payments in its books and records.

Payment of reasonable, proportionate and bona fide expenses incurred by a third party may be permissible only if directly related to:

- the promotion, demonstration or explanation of Innospec’s products or services; or
- the execution or performance of a contract.

Legal Compliance approval in writing is required for reimbursement of certain Third Party Representative expenses (refer to Innospec’s Third Party Representative Compliance Approval User Guide available on the intranet or from Legal Compliance). In addition, all such payments or reimbursements must be properly documented in Innospec’s books and records and where applicable must comply with Innospec’s expense policies.

#### **V. PROHIBITION OF PASSIVE CORRUPTION**

Innospec strictly prohibits passive corruption (i.e. the improper receipt of a Thing of Value). Board members, Employees and Third Party Representatives must not accept or receive, or agree to accept or receive a Thing of Value:

- in violation of Innospec's Code of Ethics, this Policy or (in relation to Board members and Employees) any other Innospec policy; or
- in connection with the recipient's or any third party's improper performance of some Innospec related activity or function (i.e. a failure by the recipient or third party to perform the related activity or function in good faith, impartially or in accordance with a position of trust).

## **VI. GIFTS, MEALS, OTHER HOSPITALITY, CHARITABLE DONATIONS AND SPONSORSHIPS**

### **A. Gifts, Meals and Other Hospitality**

All gifts, meals and other hospitality (including travel) offered by or on behalf of Innospec to any person must be appropriate and reasonable under the circumstances, should not be extravagant or lavish and should be given transparently and be permissible under applicable law. Expenditure should be related to the promotion, explanation or demonstration of Innospec's products or services and any that creates even the appearance of impropriety may violate this Policy.

### **B. Charitable Donations**

Innospec is committed to supporting the communities in which it does business, and permits reasonable donations to charities. However, charitable donations may violate applicable anti-corruption laws if they are made to improperly influence any individual. Accordingly, Board members and Employees may donate on behalf of Innospec only to bona fide charities for proper charitable purposes after obtaining approval from Legal Compliance. Legal Compliance will require confirmation that the proposed recipient of the donation is indeed a bona fide charity.

### **C. Political Contributions**

Board members and Employees shall not make political contributions on behalf of Innospec to improperly influence any political candidate, political party, campaign committee or Government Official. Before making any political contribution on behalf of Innospec, Board members and Employees must secure the approval in writing of Innospec's Chief Executive Officer and GC/CCO. No Board member or Employee may seek or receive reimbursement from Innospec, directly or indirectly, for any political contribution made in their personal capacity.

### **D. Sponsorships**

In certain situations, Innospec may sponsor events or activities hosted, organized, coordinated and/or supported by third parties. For the purposes of this Policy, sponsorships include any contribution in money or in kind by Innospec towards any such event or activity in return for an opportunity to advertise the Innospec brand by, for example, displaying the Innospec logo or otherwise publicizing Innospec during the event or activity (e.g. by mentioning Innospec's support during the opening or closing addresses of a conference). Legal Compliance will require information regarding the event or activity being sponsored and the advertising opportunity.

### **E. Reporting and Approval Requirements**

Innospec's reporting and approval requirements for all gifts, meals and other hospitality (including travel), charitable donations and sponsorships are set out in the **Gifts, Hospitality, Charitable Donations and Sponsorships Policy** which is accessible on the intranet or from Legal Compliance. Note that when approvals are required, they are required **before** the gift, hospitality, charitable donation or sponsorship is offered, given or received except in limited circumstances.

## **VII. THIRD PARTY REPRESENTATIVE DUE DILIGENCE PROCEDURES**

No person or entity may be authorized to represent or act on behalf of Innospec until that person or entity is reviewed and approved by Legal Compliance and retained by written agreement with Innospec.

### **A. Pre-Engagement Due Diligence regarding Potential Third Party Representatives**

Whenever Innospec intends to engage or retain an agent, distributor, marketing consultant, lobbyist or other third party that will act for or on behalf of Innospec, Legal Compliance will conduct due diligence on the prospective Third Party Representative to determine amongst other things their reputation, beneficial ownership, professional capability, credibility and history of compliance with applicable anti-corruption laws. Legal Compliance will specify the information to be obtained during such due diligence, will review the due diligence results and, if appropriate, approve engagement of the Third Party Representative.

Unless otherwise authorized by the GC/CCO in writing, no Third Party Representative may make any sales, receive any commission or other payments or provide any services to or on behalf of Innospec, including the marketing or promotion of Innospec or its products, until Legal Compliance has issued an email confirming its approval to trade. Innospec's due diligence processes and procedures are set out in the Third Party Representative Compliance Approval User Guide which is accessible on the intranet or from Legal Compliance.

### **B. Contracting with Third Party Representatives**

The prior approval of Legal Compliance (in addition to any other approvals required by other Innospec policies) is required for all:

- contracts with Third Party Representatives (including joint venture and partnership contracts);
- shareholder contracts; and
- contracts for the acquisition of entities or of for the whole or substantially the whole of an entity's business assets.

All such contracts shall contain anti-corruption provisions substantially similar to those contained in Annex C unless otherwise approved in writing by Legal Compliance. No trade may be conducted and no payment may be disbursed by Innospec under any such contract until such approvals have been obtained.

The Commercial Legal team (“**Commercial Legal**”) maintains standard forms for these types of contracts and will provide templates upon request. These templates must be used for all relevant contracts and the final version must be approved by Commercial Legal and Legal Compliance before signature.

### **C. Post-Engagement Monitoring of Third Party Representatives**

After Innospec retains a Third Party Representative, relevant Employees (in particular the business manager responsible for managing the relationship) must continue monitoring the Third Party Representative’s on-going activities for, amongst other things, any anti-corruption red flags or concerns. If any Board member or Employee knows or reasonably suspects that a payment or promise of a payment prohibited by anti-corruption laws or this Policy has been, is being or may be made by a Third Party Representative for or on Innospec’s behalf, Legal Compliance must be advised immediately. Board members and Employees must use reasonable efforts to prevent such payments or the promise of such payments from occurring.

### **D. Mergers & Acquisitions**

In pursuit of its corporate strategy, Innospec may be involved in merger or acquisition activity. Whenever Innospec pursues a merger with, or the acquisition of, any business entity, the due diligence process associated with the proposed merger or acquisition shall include a due diligence inquiry regarding the target’s compliance with applicable anti-corruption laws. Legal Compliance shall specify what information must be obtained during such due diligence, and shall review and approve in writing the results of such due diligence. Following the merger or acquisition, Innospec shall wherever possible implement appropriate anti-corruption compliance policies and internal controls or, in the case of minority investments, shall make reasonable efforts to encourage the entity to adopt such policies and controls.

### **E. Joint Ventures**

Whenever Innospec wishes to establish a joint venture, it shall conduct due diligence on the prospective joint venture partner or partners to determine amongst other things their reputation, beneficial ownership, professional capability, credibility and history of compliance with applicable anti-corruption laws. Legal Compliance will specify the information to be obtained during such due diligence and shall review and approve in writing the results of such due diligence.

### **F. Red Flags**

A key aspect of anti-corruption-related due diligence and post-retention monitoring is the identification of “red flags” which are anything that may indicate unethical or corrupt business conduct. A non-exhaustive list of red flags, including any identified by the U.S. Department of Justice, is at Annex B (“Red Flags”). All due diligence investigations conducted by Innospec must consider potential Red Flags.

## **VIII. ACCOUNTING ISSUES**

### **A. Accurate Books and Records**

Innospec must make and keep accurate books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of Innospec's assets, no matter the purpose or size of the transaction or disposition. Accordingly, neither Board members nor Employees shall create or make payments from "off-the-books" accounts or "slush funds".

To maintain accurate books and records, Board members and Employees must:

- create business records, including general ledger and journal entries and expense reports that accurately reflect the true substance of the underlying transaction or event; and
- sign only documents, including contracts, that the Board member or Employee is authorized to sign and that they believe to be accurate and complete.

Additional information may be found in Innospec's **Group Accounting Standards Handbook**, accessible on the intranet.

### **B. Internal Controls**

Innospec maintains a system of internal accounting controls sufficient to provide reasonable assurances that, among other things, transactions are executed in accordance with Innospec's accounting standards and generally accepted accounting principles.

### **C. Minority-Owned Subsidiaries**

Innospec shall, in good faith and to the extent reasonable in the circumstances, use its influence on any entity in which Innospec has 50% or less of the voting power of the entity, to cause the entity to maintain proper records and internal accounting controls.

## **IX. ANTI-CORRUPTION CONTROLS**

### **A. Education and Training**

Innospec provides regular anti-corruption education and training to its Board members, Employees and Third Party Representatives. Innospec may require Board members, Employees and key personnel from Third Party Representatives to participate in on-line courses and/or in-person training regarding anti-corruption laws and regulations, Innospec's Code of Ethics and this Policy.

### **B. Annual Certifications**

Innospec requires annual Anti-Corruption Policy certifications from all Board members and relevant Employees, as determined by Legal Compliance. Included in this group are all management and accounting personnel and other individuals who have access to Innospec funds

or who have responsibility for recording transactions that impact Innospec's books and records, and all Employees who interface with Government Officials.

Annual Anti-Corruption Policy certifications are also required from Third Party Representatives as determined by Legal Compliance.

By the annual certification, individuals confirm that they have read and understood this Policy, they are not aware of any violation or potential violation of the Policy and that they will promptly report any non-compliance in accordance with Innospec's Reporting Corporate Governance Concerns Policy (which is accessible on Innospec's website, its intranet or from Legal Compliance).

This certification shall be completed at least annually and from time to time as determined by Legal Compliance, GC/CCO, and/or Innospec's Nominating and Corporate Governance Committee ("NCGC").

## **C. Auditing**

### **1. Business Assurance**

Testing and analysis of Innospec transactions for potential violations of this Policy shall be a regular part of the Business Assurance routine audit process, and all Board members and Employees shall cooperate fully with Business Assurance in that regard. The Business Assurance audit protocol shall include anti-corruption testing and analysis. From time to time, the applicable Business Assurance protocol shall be reviewed to confirm that it is adequate.

### **2. Compliance Auditing**

Legal Compliance, in consultation with Business Assurance, shall select at least four Innospec operating locations each year for conduct of a compliance audit focused on anti-corruption, including compliance with relevant Innospec policies and procedures. Legal Compliance shall maintain a compliance audit protocol which shall be regularly reviewed and updated as required.

### **3. Audit Reporting**

Promptly after completion of the relevant audit, Business Assurance audit reports shall be communicated to the Audit Committee of the Board, and Legal Compliance audit reports shall be communicated to the NCGC.

## **D. Reporting**

Board members and Employees who know of, or suspect, a potential violation of this Policy or applicable anti-corruption laws should report their concerns in accordance with Innospec's Reporting Corporate Governance Concerns Policy (which is accessible on Innospec's website, its intranet or from Legal Compliance).

Contact details for reporting directly to Legal Compliance are as follows:



GC/CCO	David Jones	<a href="mailto:David.Jones@innospecinc.com">David.Jones@innospecinc.com</a> +1 303 792 5554
Global Compliance Counsel	Karen Williams	<a href="mailto:Karen.Williams@innospecinc.com">Karen.Williams@innospecinc.com</a> +44 (0) 151 356 6296
Legal Compliance		Legal.Compliance@innospecinc.com

It is strictly prohibited to retaliate against any Board member or Employee for good-faith reporting of known or suspected violations of any laws or Innospec policies or procedures.

**E. Consequences of Policy Violation**

Innospec will not tolerate any violation of this Policy or any applicable anti-corruption law. Failure of a Board member or Employee to comply with this Policy may constitute gross misconduct and be grounds for termination or other disciplinary action in accordance with the disciplinary process for the relevant Innospec site or country. Failure of a Third Party Representative to comply with this Policy may be grounds for termination of the relationship.

**X. ADMINISTRATION**

Innospec’s GC/CCO is responsible for the content and periodic review of this Policy. Innospec shall administer this Policy in accordance with Annex A.

**XI. QUESTIONS**

Annex D of this Policy addresses frequently asked questions regarding anti-corruption laws and this Policy. Any additional questions concerning this Policy should be addressed to Legal Compliance at:

[Legal.Compliance@innospecinc.com](mailto:Legal.Compliance@innospecinc.com)

Questions may also be addressed personally to Innospec’s GC/CCO or Global Compliance Counsel, whose contact information is included above.

**ANNEX A**  
**ADMINISTRATION OF INNOSPEC'S ANTI-CORRUPTION POLICY**

This Policy will be administered by the NCGC, Innospec's GC/CCO and Legal Compliance.

**I. BOARD OF DIRECTORS**

The Board has specifically directed Innospec's management to issue and implement this Policy. The Board retains ultimate responsibility in connection with Innospec's obligations under applicable anti-corruption laws and has delegated certain responsibilities for administration of Innospec's compliance program to the NCGC and the GC/CCO.

**II. NOMINATING AND CORPORATE GOVERNANCE COMMITTEE**

The NCGC is charged with responsibility for:

- overseeing administration of this Policy;
- evaluating and approving any proposed amendments to the Policy on at least a bi-annual basis;
- reviewing periodic reports from Legal Compliance regarding the status and adequacy of Innospec's anti-corruption compliance program;
- reviewing reports from Legal Compliance regarding possible violations of this Policy;
- undertaking, when appropriate, an independent investigation of possible violations of this Policy; and
- reporting to the Board at least quarterly on the status of Innospec's compliance with this Policy.

**III. GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER**

The GC/CCO has responsibility for:

- overseeing the overall implementation of policies and procedures relating to this Policy including appropriate training, audit and risk assessment;
- reviewing and, with the assistance of internal and external subject-matter experts as appropriate, proposing improvements to this Policy and all related policies, procedures and forms on at least a bi-annual basis;
- reporting the results of the bi-annual review of this Policy and all related policies, procedures and forms to the Compliance Steering Group ("**CSG**") and the NCGC;
- chairing the CSG (or, at its sole discretion, delegating the CSG chair to the Global Compliance Counsel);

- reporting to the NCGC at least quarterly on the status of compliance with this Policy;
- overseeing the provision of advice and support, and the handling of complaints, by Legal Compliance in relation to this Policy; and
- overseeing the investigation and handling by Legal Compliance of potential violations of this Policy unless the NCGC determines that an independent investigation is warranted.

In carrying out these responsibilities, the GC/CCO may utilize the assistance of Legal Compliance and where required other qualified staff members, investigators, forensic accountants and external legal counsel.

#### **IV. LEGAL COMPLIANCE**

Legal Compliance has responsibility for:

- administering this Policy on a day-to-day basis;
- advising Board members and Employees (as Innospec's legal counsel) on any legal issues related to compliance with this Policy;
- developing, coordinating and delivering the anti-corruption education and training programs required by this Policy;
- administering the anti-corruption certification program;
- conducting regular compliance audits and compliance risk assessments;
- reporting on compliance status to the GC/CCO;
- collaborating with the GC/CCO to establish, review and, as necessary, revise Innospec's compliance policies, procedures and forms on at least a bi-annual basis;
- administering Innospec's reporting hotline;
- remaining current on applicable law and on best practices in anti-corruption and corporate compliance policies and procedures;
- providing advice and support, and dealing with queries, relating to this Policy and engaging the GC/CCO and/or the NCGC as appropriate;
- engaging external legal counsel and other subject matter experts as required;
- investigating all actual and potential violations of this Policy and reporting immediately to the GC/CCO and, where appropriate, the NCGC all such violations that are material; and
- reporting to the NCGC at least quarterly on the status of Innospec's compliance with this Policy and on practical issues that have arisen in connection with this Policy.

Legal Compliance is authorized to communicate directly with the NCGC or any other non-executive director if appropriate at any time.

## **V. COMPLIANCE STEERING GROUP**

The CSG comprises as a minimum Innospec's GC/CCO; Global Compliance Counsel; other members of Legal Compliance; Chief Operating Officer; President - Oilfield Services, Americas; Vice President Sales – Performance Chemicals, Americas; Head of Business Assurance and the Director of Purchasing & Supply Chain - EMEA. Other members may be included as required by the GC/CCO. The CSG meets quarterly in connection with the effective implementation of this Policy and to discuss and review any business-related compliance issues. The CSG is informed of any changes to compliance-related procedures, controls and plans including compliance training plans and is responsible for communicating such changes to the business including the Executive Team, and ensuring continued compliance.

## **VI. BUSINESS ASSURANCE**

Innospec's Business Assurance Department routinely and regularly tests and verifies compliance with this Policy as part of its audit program. It also assists with the conduct of Legal Compliance audits as required. Business Assurance will immediately notify the GC/CCO, Legal Compliance and/or the NCGC, as appropriate, when any actual or suspected failure to comply with this Policy comes to its attention.

## **ANNEX B THIRD PARTY REPRESENTATIVE RED FLAGS**

Everyone at Innospec who, in relation to any prospective or current Third Party Representative, becomes aware of something they know or suspect, or which they reasonably ought to know or suspect, is a Red Flag or which otherwise constitutes unethical or corrupt conduct, should promptly raise the same with Legal Compliance. Particular attention should be given to the following non-exhaustive list of corruption Red Flags:

1. The Third Party Representative has a history of improper payment practices.
2. The Third Party Representative is based in, or re-selling into, a country where there is widespread corruption.
3. The transaction or the Third Party Representative is involved in or with an industry that has a history of corruption.
4. The Third Party Representative refuses to agree to comply with anti-corruption laws or Innospec's compliance policies.
5. The Third Party Representative, or any of its owners, directors, managers or employees, has a family or close personal relationship with a Government Official or a current or potential customer.
6. The Third Party Representative relies heavily on political/government contacts to promote Innospec's interests.
7. The Third Party Representative has a poor business reputation.
8. The Third Party Representative insists that its identity remains confidential or refuses to divulge the identity of its owners.
9. A customer recommends or insists on the use of a particular Third Party Representative.
10. The Third Party Representative or any of its owners, directors, managers or employees has violated any laws specifically relating to corruption, fraud, money laundering, anti-trust/competition law or financial/accounting rules.
11. The Third Party Representative or any of its owners, directors, managers or employees has a personal, close or familial relationship with an Employee.
12. The Third Party Representative does not have offices or staff.
13. The Third Party Representative does not have significant relevant skills or experience.
14. The Third Party Representative insists on unusual or suspicious contracting procedures.
15. The fee or commission requested by the Third Party Representative is unusually high.

16. The payment mechanism to be utilized is secretive or unusual.
17. The Third Party Representative submits inflated or inaccurate invoices.
18. The Third Party Representative requests payment in cash or bearer instrument payments.
19. The Third Party Representative requests payment in a jurisdiction outside its home country or country of incorporation that has no relationship with the transaction or the entities involved in the transaction.
20. The Third Party Representative requests that payments be made to or from a different party.
21. The Third Party Representative asks that a customer be granted an excessive credit line.
22. The Third Party Representative requests unusual bonuses, expenses, advance payments, special payments or rebates.

All Red Flags relating to Third Party Representatives which are reported to Legal Compliance and are not resolved to the satisfaction of Legal Compliance will be reported by Legal Compliance to the Board.

**ANNEX C**  
**STANDARD PROVISIONS FOR CONTRACTS WITH THIRD PARTY REPRESENTATIVES:**  
**ANTI-CORRUPTION SCHEDULE**

1. Compliance with Anti-Corruption Law. The **{Third Party Representative}** represents and warrants that it will take no action, directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act, 1977, as amended from time to time (“**FCPA**”), the UK Bribery Act, 2010, as amended from time to time (“**UKBA**”), any other applicable anti-corruption laws or regulations, or Innospec’s Code of Ethics and associated Anti-Corruption Policy. Specifically, the **{Third Party Representative}** represents and warrants that neither it nor any of its officers, directors, employees, representatives, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on its behalf, will directly or indirectly make, offer, authorize, promise to make, or receive any Payment:
  - 1.1. to obtain or retain any contract, business opportunity or other similar benefit
    - 1.1.1. to or for the use or benefit of any Government Official;
    - 1.1.2. to any other person where the **{Third Party Representative}** knows or has reason to know or suspect that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person, for any Payment previously made or given to any Government Official when such Payment could not be made directly in accordance with this paragraph 1; or
    - 1.1.3. to any person where such Payment violates any laws, decrees, regulations or policies having the force of law in the country or countries of such person or applicable to such person or the laws of the United States of America; or
  - 1.2. to or from any person, whether or not a Government Official,
    - 1.2.1. with the intention to bring about or reward the improper performance of a duty or obligation to which the person is subject; or
    - 1.2.2. with the knowledge or belief that the acceptance of the advantage in itself constitutes the improper performance of the person’s duty or obligation.
2. Definitions. For the purposes of this schedule, the following definitions shall apply:
  - 2.1. The “Government” is any national, federal, state, provincial, municipal, local or any other government, including any department, agency, instrumentality, company, corporation or other entity owned in whole or in part or controlled by any such government;
  - 2.2. A “Government Official” is any:
    - 2.2.1. official or employee of Government;
    - 2.2.2. political party or official thereof;

2.2.3. candidate for political office;

2.2.4. official or employee of any public international organization

Government Officials include officials at every level of Government, regardless of rank or position.

- 2.3. An “Affiliated Person” is any officer, director or employee of, or owner of any beneficial interest in or with respect to the **{Third Party Representative}**.
- 2.4. A “Payment” is any monetary payment, loan, donation, gift, in-kind service, any other thing of value or any financial or other advantage.
3. No Government Official Employees. The **{Third Party Representative}** represents and warrants that unless disclosed to Innospec in a separate written statement, neither **{Third Party Representative}** nor any of its Affiliated Persons are Government Officials nor have they been in the last five years. If at any time during the term of this Agreement, the **{Third Party Representative}** and/or any Affiliated Person is named, appointed or otherwise becomes a Government Official, the **{Third Party Representative}** will notify Innospec in writing within three (3) business days.
4. Facilitating Payments. **{Third Party Representative}** shall refrain from making Facilitating Payments. A “Facilitating Payment” is a small value payment made to a Government Official to expedite or secure the performance of routine or non-discretionary Governmental action, which is ordinarily and commonly performed by a Government Official.
5. No Anti-Corruption Offences. The **{Third Party Representative}** represents and warrants that it has not been convicted of, pleaded guilty to or charged with any offence involving fraud, corruption or bribery in any jurisdiction or country.
6. Fully Qualified and Authorized. The **{Third Party Representative}** represents and warrants that it is fully qualified to assist Innospec and is authorized to act in the capacity contemplated by this Agreement in accordance with all applicable laws. Further, the **{Third Party Representative}** has complied with all applicable registration and licensing requirements.
7. Immediate Disclosure by {Third Party Representative}. The **{Third Party Representative}** agrees to immediately inform Innospec if a possible violation by the **{Third Party Representative}** of the FCPA, UKBA, other applicable anti-bribery law and/or Innospec’s Code of Ethics or associated Anti-Corruption Policy has taken place. Further, if any Government Official or any relative of such Government Official solicits, asks for or attempts to extort, any Payment from the **{Third Party Representative}**, the **{Third Party Representative}** shall refuse such solicitation, request or extortionate demand, and immediately report the event to Innospec.
8. Innospec’s Right to Disclose. The **{Third Party Representative}** agrees that full disclosure of information relating to a possible violation by the **{Third Party Representative}** of applicable law, including a violation of the FCPA, UKBA or any other



applicable anti-corruption law, may be made by Innospec at any time and for any reason to the U.S. or U.K. Governments, their respective agencies and/or any other Government or non-Government party.

9. Compliance Training for the {Third Party Representative} Personnel. The **{Third Party Representative}** warrants that it fully understands these provisions relating to its business conduct and will ensure that it and all Affiliated Persons fully understand and comply with these provisions. The **{Third Party Representative}** agrees to make itself available for compliance training as directed by Innospec prior to the Commencement Date (as defined in clause [ ] of this Agreement) and for periodic retraining and refresher training courses as directed by Innospec after the Commencement Date.
10. Certification of Non-Violation. The **{Third Party Representative}** warrants that, as and when requested by Innospec, its senior personnel will provide Innospec with a signed non-violation certification in a form similar to that set forth in the appendix to this schedule.
11. Records and Audit. The **{Third Party Representative}** shall keep accurate accounts, books and records showing all costs and charges incurred in accordance with generally accepted accounting principles and practices. Such accounts and records shall be made available in the **{Third Party Representative's}** office during normal business hours for inspection by Innospec or its designee. The **{Third Party Representative}** shall preserve such accounts and records for at least five (5) years after the end of the term of this Agreement. Innospec shall further have the right, upon reasonable written notice to the **{Third Party Representative}**, to audit compliance by the **{Third Party Representative}** with all provisions of this Agreement including, but not limited to, those related to compliance with the FCPA, UKBA and all other applicable anti-bribery laws. The **{Third Party Representative}** agrees to fully cooperate with respect to all such audit or other compliance reviews.
12. Accuracy of Representations at All Times. The **{Third Party Representative}** undertakes that all of the representations and warranties set out in this schedule will remain true, accurate and complete at all relevant times.
13. Termination. At its sole discretion, upon notification to the **{Third Party Representative}**, Innospec may terminate this Agreement effective immediately if:
  - 13.1. Innospec makes a good faith determination that the **{Third Party Representative}**, and/or any Affiliated Person, has breached any provision of this schedule and/or has committed a violation of the FCPA, UKBA and/or any other applicable anti-corruption laws;
  - 13.2. the **{Third Party Representative}** and/or any Affiliated Person has been named, or appointed or otherwise becomes a Government Official; or
  - 13.3. the **{Third Party Representative}** fails or refuses to promptly furnish the anti-corruption non-violation certification referenced in paragraph 10 above.

### Certification of Non-Violation

In carrying out **[insert Third Party Representative's name]'s** (the "**Company's**") responsibilities for Innospec under its [ ] Agreement, as may have been amended from time to time, I am in possession of and have reviewed Innospec's Code of Ethics and Anti-Corruption Policy (<http://www.innospecinc.com/about-us/corporate-governance>). I am aware of my obligations to conduct my activities for Innospec, its subsidiaries and affiliated companies in an ethical and compliant manner. In that regard, I have fully complied with all applicable anti-corruption laws, including but not limited to, the US Foreign Corrupt Practices Act ("**FCPA**"), UK Bribery Act ("**UKBA**") and local anti-corruption laws. I am not aware of any violations by the Company of the FCPA, UKBA and/or any other applicable anti-corruption laws.

I represent and warrant that none of the Company's officers, directors, employees, representatives, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on the Company's behalf, either directly or indirectly, has made or will make, has offered or will offer, has authorized or will authorize, has promised to make or will promise to make, has received or will receive, any Payment to improperly obtain or retain any contract, business opportunity or improper advantage in conducting business, or any Payment to or for the improper use or benefit of any person or entity, including any Government Official.

I understand that Payment in this context means any monetary payment, loan, donation, gift, in-kind service, any other thing of value or any financial or other advantage, and that Government Official has the meaning set out in Innospec's Anti-Corruption Policy.

FOR AND ON BEHALF OF **[insert Company name]**, the undersigned represents and warrants that he/she has authority to bind the Company and sign on the Company's behalf acknowledging and agreeing that the above certification is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

## ANNEX D FREQUENTLY ASKED QUESTIONS

### **Policy Scope**

**Innospec subsidiaries are incorporated in various countries. Why are the FCPA and the UKBA (collectively, “U.S. and U.K. Anti-Corruption Laws”) nevertheless applicable to all Employees and Third Party Representatives worldwide?**

Innospec is listed on the NASDAQ in the United States and maintains executive offices in the United States and United Kingdom and thus is subject to both the U.S. and U.K. Anti-Corruption Laws.

In addition, the FCPA particularly targets illegal activities outside the United States. Individuals outside the U.S. may be subject to U.S. jurisdiction with regard to the FCPA because they are employed or engaged by Innospec. Individuals also may be directly subject to U.S. law as U.S. permanent residents or U.S. citizens or because the relevant business is a U.S. listed securities issuer or incorporated in the United States.

**If there is a conflict between U.S. law and the anti-corruption laws of a different jurisdiction, which takes precedence?**

Innospec’s Anti-Corruption Policy incorporates the requirements of various nations’ anti-corruption laws, including the FCPA and UKBA. As a Board member or Employee, you must comply with Innospec’s Anti-Corruption Policy. If you have a question about a specific scenario in which you believe there is a conflict between the laws of two nations, contact Legal Compliance.

### **Commercial Bribery**

**If the FCPA relates to bribing Government Officials, does this mean that bribing someone who works for a private company is okay?**

No. Improper payments between the employees of private companies - sometimes called “commercial bribery” - is prohibited by the UKBA and the anti-corruption laws of many countries. Commercial bribery also violates this Anti-Corruption Policy, see PROHIBITION OF BRIBERY, above, and Innospec’s Code of Ethics, which states at Section 8: “No individual or entity shall, in acting for or on behalf of Innospec, offer, promise, give or accept anything of value which is intended to influence any act or business decision, secure any improper advantage or compromise independent judgment”. For guidance on hospitality and gift-giving among private company employees, refer to Innospec’s **Gifts, Hospitality, Charitable Donations and Sponsorships Policy** available on the intranet or Innospec’s website or from Legal Compliance.

## **Bribery of Government Officials**

### **Could payments to employees of a State-Owned Enterprise violate anti-corruption laws?**

Yes. As set forth in the PROHIBITION OF BRIBERY section above, payments to employees of State-Owned Enterprises may violate anti-corruption laws and this Policy. Anti-corruption regulators take the position that employees of State-Owned Enterprises are Government Officials of the governments that own such State-Owned Enterprises. Importantly, U.S. and U.K. Anti-Corruption Laws may view a company as state-owned, and its employees as Government Officials, even if local law does not view that entity as state-owned. If you have questions about whether any third party is a State-Owned Enterprise, or any individual is a Government Official, please contact Legal Compliance.

### **Could payments to family members, friends or other individuals associated with a Government Official violate anti-corruption laws?**

Yes. Offering, promising or giving any Thing of Value directly or indirectly to a Government Official may violate anti-corruption laws and this Policy (See PROHIBITION OF BRIBERY above). Offering, promising or providing gifts or any Thing of Value to a Government Official's family, friends or associates may violate applicable anti-corruption laws for two reasons. First, the family member, friend or associate may serve as a conduit to the Government Official. Second, the Government Official may be improperly influenced by the offer, promise or provision of gifts or any Thing of Value to those close to the Government Official.

## **Business with State-Owned Enterprises/Government Officials**

### **May Innospec conduct business with State-Owned Enterprises/Government Officials?**

Yes. Anti-corruption laws do not prevent Innospec from engaging in legitimate business transactions with Government Officials or State-Owned Enterprises, such as contracting for the delivery of various goods and services. Anti-corruption legislation is focused on preventing corrupt payments to Government Officials that are made to unfairly secure business opportunities. Innospec, however, must be particularly vigilant in supervising these business transactions.

## **Third Party Representatives**

### **Is Innospec liable for the acts of its Third-Party Representatives?**

Yes. Innospec may be liable for bribes made by its Third Party Representatives if Innospec had prior knowledge of or had reason to suspect that bribes had been or were being offered, promised or paid. If Innospec, its Board members or any of its Employees "turned a blind eye" to the corrupt conduct of Third Party Representatives, or ignored reasonable suspicions of such corrupt conduct, this could lead to a violation of anti-corruption laws by Innospec itself and/or its Board or Employees. Board members and Employees have a duty to remain vigilant and to report all Red Flags to Legal Compliance.

**Why do distributors present a corruption risk for Innospec given that they do not act on the Company's behalf like agents or consultants?**

Innospec may be liable under anti-corruption laws if one of its distributors makes an improper payment that Innospec knew or ought to have known about, or suspected and did not take appropriate steps to prevent. For example, in a 2004 enforcement action, U.S. regulators charged a company with FCPA violations when it knew or ought to have suspected that its distributors were making improper payments to facilitate sales of the company's products. Similarly, guidance from the U.K. Ministry of Justice cautions companies that the UKBA covers all persons connected to a company that could commit bribery for or on behalf of a company, regardless of formal title or category.

**When evaluating whether to retain a sales agent in a certain country, the candidate claimed proudly to be the brother of the Minister of Industry. Is this a red flag?**

Yes, for two reasons. First, the candidate may be a close relative of a Government Official who is in a position to "assist in obtaining or retaining business," a key element of bribery under the anti-corruption laws. Innospec would need to ensure that the agent, if retained, does not seek to corruptly influence his relative on Innospec's behalf. Second, the candidate's proud claim about his relation may suggest that he views this relationship as an asset for assisting Innospec in obtaining or retaining business. Risks relating to anti-corruption laws are heightened because of this candidate's proximity to a Government Official, and you should consult with Legal Compliance about the best way to proceed.

**What should I do if I have a suspicion that a Third Party Representative is engaged in corruption?**

It is a violation of this Policy to intentionally disregard, or to be willfully blind to, the offering, promising or making of an improper payment by anyone (See PROHIBITION OF BRIBERY above). Further, under anti-corruption laws such as the FCPA, an individual is deemed to have known about illegal conduct if he or she was aware of a high probability of its existence and yet consciously and intentionally avoided confirming that fact so that he or she could deny knowledge. "Turning a blind eye" or "burying heads in the sand" is not an option and will not be accepted by regulators as an excuse. Accordingly, as explained in the *Reporting* section of this Policy, Board members and Employees who know of or suspect a potential violation of any provision of this Policy or applicable anti-corruption laws should report those concerns immediately in accordance with section XI (ANTI-CORRUPTION CONTROLS) part D of this Policy or Innospec's Reporting Corporate Governance Concerns Policy which is accessible on the intranet or Innospec's website or from Legal Compliance.

**Facilitation Payments**

**Is even a small facilitating (or "grease") payment prohibited by anti-corruption laws?**

Yes. Even a very small payment, if made for the wrong reason or in the wrong way, can violate anti-corruption laws. For this reason Innospec's Anti-Corruption Policy prohibits all such

“facilitating payments” except in very narrow circumstances (e.g. where personal health or safety is at risk or with the express permission of Legal Compliance).