

Consultancy Agreements

Purpose

At AkzoNobel, we don't promise, offer, give or authorize anything of value, directly or through others, with the intent to improperly influence or reward a business decision. We each have a responsibility to make decisions in the company's best interest and to ensure that we base our dealings with business partners on objective decisions.

These rules must be followed to ensure that we conduct business fairly, transparently, with integrity and in compliance with applicable laws and regulations as well as AkzoNobel's core values and standards. In case of conflict, the most stringent standard applies.

1 What is a Consultancy Agreement?

Consultancy Agreements (irrespective of the nomenclature of the agreement) are agreements that are executed with third parties to provide services of consultancy, advisory, agent or similar intangible expertise to AkzoNobel. We have Contracting Rules as defined by Legal for all types of contracts. Consultancy Agreements carry particular risks and must also meet the requirements of these rules.

2 When can we enter into a Consultancy Agreement?

- a. We only sign a Consultancy Agreement if it fulfils all the following cumulative requirements:
 - There must be a pre-defined and documented business need;
 - The consultant must be selected based on its qualifications and expertise that meet AkzoNobel's legitimate business need;
 - All compensation for services must be reasonable and reflect fair market value for the services provided. Consultants must be paid only for services actually provided, based on completion of required deliverables;
 - There must be a written agreement or other written document with a similar legal effect (e.g., Purchase Order) signed by all parties before the start of the services and before any payment is made; The written agreement must specify, at a minimum, the legitimate need, nature of the services, any deliverables, duration of the arrangement, fair market value rates and payment terms.
 - Any approvals or other requirements under the procurement rules, finance or accounting rules need to be complied with.
- b. We must not engage with [\[1\] Government Officials](#).

- c. We must only engage with our [\[2\] Relatives](#) if the conflict has been disclosed, discussed and documented as per Conflict of Interest Rules.
- d. We do not sign Consultancy Agreements to reward individuals or organizations for past, present or future business.
- e. We do not sign Consultancy Agreements to cover up a Facilitating Payment.

3 Definitions

[1] “Government Officials” are:

- an officer or employee of any government, department, agency, bureau, authority, or state-owned or state-controlled entity;
- acting in an official capacity for or on behalf of any government, department, agency, bureau, authority, or state-owned or state-controlled entity;
- an official, employee, or person acting on behalf of a government-sponsored or public international organization such as the European Union, the United Nations or the World Bank;
- holding a legislative, administrative, executive, or judicial position, whether appointed or elected; a political candidate, or
- an officer or employee of a political party; a member of a royal family; or a family member of, or otherwise closely associated (whether family or personal), with any of the foregoing.

[2] “Relatives” are any family member (whether through blood, adoptive/foster or other legally recognized relationships) such as spouse, domestic partner, parent, grandparent, child, grandchild, sibling, in-law, aunt, uncle, niece, nephew, cousin, step-relatives; others residing in your household.