

Anti-Corruption Policy

I. Introduction

AZZ Inc. and its subsidiaries (“AZZ” or “Company”) will conduct every business transaction with integrity, regardless of differing local manners and traditions, and will comply with U.S. and international anti-corruption laws and regulations (such as the U.S. Foreign Corrupt Practices Act (“FCPA”) and Brazil's Clean Company Act 2014), AZZ’s policies and procedures, and Code of Conduct. In order to comply with relevant anti-corruption laws, AZZ employees must not provide bribes to government officials and must accurately reflect all transactions in the Company's books and records.

The purpose of this document is to define AZZ's Anti-Corruption Policy ("Policy") for the Company and its directors, officers, and employees (each of whom is covered herein by the term “AZZ employee”). Every AZZ employee is required to read and comply with this Policy. The Company, its subsidiaries, and affiliates will seek to conduct business exclusively with joint venture partners, agents, consultants, representatives, and other third parties that agree to follow standards consistent with this Policy when acting on AZZ’s behalf. AZZ reserves the right to amend, rescind or replace this Policy at any time.

The long-term success of AZZ depends on delivering quality services and products and on being a responsible corporate citizen. Conducting our business by making or accepting inappropriate or corrupt payments is against the law and undermines AZZ’s goals and corporate reputation.

II. FCPA Overview

Understanding the FCPA is important because, as a U.S. company, we are bound to act in accordance with the law. Moreover, the FCPA has served as a model for other international anti-corruption laws (see Section III). The FCPA was originally enacted by the U.S. Congress in 1977. The FCPA is aimed at preventing corrupt practices by U.S. business organizations doing or seeking business in foreign countries. In recent years, a number of large U.S. companies involved in bribery allegations have been sanctioned by the U.S. Government under the FCPA.

AZZ is a publicly-traded U.S. company registered with the U.S. Securities and Exchange Commission (“SEC”) and is covered by the provisions of the FCPA. AZZ as well as every AZZ employee must therefore abide by the FCPA. Neither the complexity of the FCPA nor costs of compliance (including the loss of business) diminishes the responsibility to comply with the FCPA. It is imperative therefore that each and every AZZ employee becomes familiar with the FCPA’s provisions (Ref. Section VI., below).

1. Anti-Bribery

The FCPA prohibits U.S. companies and their officers, directors, employees and third parties from giving, promising or offering anything of value, whether directly or indirectly, to any foreign official (including an official of a public international organization) with the intention of obtaining or retaining business or obtaining an improper business advantage.

2. Record-Keeping and Internal Accounting Controls

The FCPA also requires U.S. companies such as AZZ to:

- a. keep books and records that accurately reflect transactions and dispositions of assets; and
- b. maintain a system of internal accounting controls.

3. Penalties and Fines (Note - all penalties and fines referenced throughout this Policy are examples and subject to updates that may occur over time)-

Where the *anti-bribery provision* of the FCPA is breached, the following penalties may be imposed:

- a. Fines of up to \$2 million per violation against the Company;
- b. Prison terms of up to five (5) years and fines of up to \$250,000 per violation for individuals involved; and
- c. The SEC may seek further civil penalties.

Where the *books and records provision* of the FCPA is breached, SEC penalties for violation of securities laws may be invoked:

- a. Fines of up to \$25 million for the company; and
- b. Prison terms of up to twenty (20) years and fines of up to \$5 million for individuals.

Such fines and penalties are in addition to harsh collateral sanctions that can result from an FCPA violation, including termination of government licenses and debarment from government contracting programs. In addition, the SEC is able to seek disgorgement of a company's profits on contracts secured with improper payments. Further, enforcement agencies are increasingly seeking appointment of independent compliance monitors over FCPA corporate violators for multi-year periods, a process which can be cumbersome and expensive for companies.

III. International Anti-Corruption Laws

In addition to the FCPA, we must also be mindful of the laws of the countries in which we operate, such as Brazil's Clean Company Act 2014, Law No. 12,846 ("Clean Company Act").

Brazil's Clean Company Act went into effect in January 2014. The Clean Company Act prohibits companies—acting through directors, officers, employees, or third parties—from offering or giving an unjust advantage to a domestic or foreign public official or to third parties related to officials. The Clean Company Act also prohibits facilitating payments and companies from engaging in fraud, manipulation or otherwise interfering with public bids or public contracts; financing, funding, or sponsoring in any way the offenses listed in the Act; attempting to conceal improper payments through intermediary individuals; or obstructing government investigations. Aggravating factors under the Clean Company Act include the length of time the company engaged in improper behavior, management's tolerance of the behavior, disruption to public services or works, and recurrence of the behavior.

While the FCPA requires proof of corrupt intent, Brazil's Clean Company Act is a strict liability statute, meaning that liability automatically attaches at the moment an improper payment is made or offered. Thus, companies must be able to show that payments are legal or unrelated to the award of business.

IV. Definitions

The following definitions are to serve as a guide for some of the words or phrases that could possibly be left up to interpretation. These definitions can be added, removed, or changed as deemed necessary by AZZ.

Amounts – Dollar amounts **represented in the Policy are in US Dollars. When necessary the foreign currency equivalent shall be used.**

Bribe - When one party gives or offers another party, either directly or through an intermediary, any reward, advantage or benefit of any kind, in order to influence the making or not making or implementation of a decision or act by the party concerned.

Business Purpose – Related to the legitimate promotion, demonstration, or explanation of the Company's products or services.

Charitable Contribution – A donation or gift made by an AZZ employee, representative or agent on behalf of the Company to a nonprofit organization, charity, or private foundation. Examples of charitable contributions include donations to local charities, national disaster relief efforts, or international operations such as the Red Cross.

Covered Parties – the Company's anti-corruption due diligence and monitoring requirements apply to dealings with the following types of Third Parties:

- Third Parties that will assist with marketing or sales outside the U.S., such as sales agents or distributors; or
- Third Parties retained to interact with foreign officials or entities owned or controlled by a foreign government on our behalf, such as customs brokers, visa processors, lawyers, etc.

Entertainment – An event attended by an AZZ employee with a non-AZZ employee for a business purpose that includes expenses such as meals, beverages, recreation, lodging, transportation and tickets.

Facilitating Payment - A payment made solely to expedite or secure the performance of the following routine government actions only:

- Obtaining licenses, permits and other official documents to qualify to do business in a foreign country;
- Processing governmental papers, such as visas and work orders;
- Providing police protection, mail services and inspection of goods or of contract performance;
- Providing telephone service, utilities, loading or unloading cargo and protecting perishable goods from deteriorating; and
- Actions of a similar nature.

Foreign Official - Any officer or employee of a foreign government (i.e., other than the U.S.) or any department, agency, or instrumentality thereof (which includes a government-owned or government-controlled state enterprise) or of a "public international organization", any person acting in an official capacity for or on behalf of a foreign government or government entity or of

a public international organization, any foreign political party or party official, or any candidate for foreign political office. Thus, foreign officials include not only elected officials, but also consultants who hold government positions, employees of companies owned by foreign governments, political party officials and others.

Gifts - A Gift is any item of monetary value provided by an AZZ employee representative or agent to a non-AZZ employee or any item of monetary value presented to an AZZ employee by a non-AZZ employee.

Government - An agency, instrumentality, subdivision or other body of any national, state or local government, and including regulatory agencies or government-controlled businesses, corporations, companies or societies.

Knowing - A company or person has knowledge of prohibited conduct if the company or person is (a) aware that such person (to whom company resources are given) is engaging in such conduct, that such circumstance exists, or that such result is substantially certain to occur or (b) has a firm belief that such circumstance exists or that such result is substantially certain to occur. A company or person is also deemed to have knowledge of a particular circumstance if the company is "aware of a high probability of the existence of such circumstance, unless the person actually believes that such circumstance does not exist." Thus, a U.S. corporation can be held liable if its actions indicate a conscious disregard or deliberate ignorance of circumstances that should reasonably alert the company to the high probability of illegality. A U.S. corporation cannot turn a blind eye to suspicious activities of its foreign finders, agents, representatives or partners, hoping not to learn of prohibited activity.

Payment - Money, transfer of stock, bonds or any other property, the payment of expenses, the providing of services of any type, the assumption or forgiveness of any indebtedness, or any other transfer of goods, services, tangibles or intangibles that accrues to the benefit of the ultimate recipient or promotes him or her.

Political Contribution – A contribution made by an AZZ employee representative or agent on behalf of the Company to a political party, a political campaign, or a political action committee.

Public Organization - The term "public international organization" includes organizations such as the World Bank, the International Finance Corporation, the International Monetary Fund, and the Inter-American Development Bank. AZZ's Chief Legal Officer ("CLO") should be contacted if there is a question as to whether an organization should be treated as a public international organization for the purpose of this Policy.

Representative or Agent – Any person or entity hired, contracted, or used by AZZ for any purpose who is not otherwise an employee of the Company.

Routine Governmental Action – A routine governmental action does not include any decision by a foreign official to award new business or to continue business with a particular party.

Third Party- Any person or entity retained by AZZ to assist in AZZ's business, such as joint venture partners, agents, consultants, or representatives.

V. Policy

1. Prohibition of Bribery of Foreign Official

Under no circumstance shall any AZZ employee, Representative or Agent give, pay, offer, promise to pay, or authorize the giving or payment of money or anything of value to any foreign official or to any person while knowing or being aware of a probability that the payment or promise to pay is being made to or will be passed on to a foreign official.

2. Prohibition of Payment or Gift in Violation of Local Law

Under no circumstance shall any AZZ employee, Representative or Agent make, offer, promise, or authorize any payment or Gift in violation of local law in any country.

3. Prohibition of Circumvention of Law

Under no circumstance shall any AZZ employee, Representative or Agent enter into any transaction that is intended or designed to circumvent the laws of any country. Any transaction that has the appearance of circumventing the laws of any country must be avoided.

4. Prohibition of Payments without Prior Approval

Under no circumstance shall any AZZ employee, Representative or Agent make facilitating payments, political contributions, or charitable contributions without the prior written approval of the CLO. AZZ employees are required to complete a copy of the Payment Request Approval Form, attached to this policy as Annex A, in advance of any payment.

5. Clarification of Uncertainty

Without prejudice to the foregoing requirement for written approval, an AZZ employee must promptly contact the CLO when questions arise concerning the prohibitions in this Policy including, but not limited to:

- a. whether a particular individual or entity must be treated as a “Foreign Official”,
- b. whether something qualifies as anything of value, or
- c. whether a proposed Payment would be made or seen to be made to obtain, retain or direct business.

6. Covered Parties

To avoid being held liable for corrupt actions or activities of Covered Parties acting on behalf of AZZ, AZZ shall conduct adequate due diligence and take the following necessary precautions (which are covered in more detail in the AZZ Gifts and Entertainment Policy) to ensure that business relationships are properly vetted and take place with reputable Covered Parties:

a. Covered Party Due Diligence

AZZ shall conduct the necessary due diligence and background checking in order to vet potential and existing business relationships with Covered Parties related to its international business.

b. Covered Party Contracts

Written contracts govern AZZ's relationships with Covered Parties in connection with AZZ's international business dealings and shall include the necessary terms, conditions and protections for AZZ as it regards the FCPA and related laws, including AZZ's right to audit.

c. Covered Party Certification

In negotiating with Covered Parties, it shall be required for AZZ or any AZZ employee acting on AZZ's behalf to require AZZ Covered Parties to provide executed FCPA compliance certifications. Such certification shall include:

- An acknowledgement of this Policy;
- A covenant by the Covered Party not to make or cause to be made any unlawful offer, promise, or Payment to a Foreign Official; and
- Pledge not to do anything that would cause AZZ to be in violation of the FCPA or local anti-corruption laws.

d. Covered Party Payments

To ensure that payments to Covered Parties are not used for bribery or corruption, AZZ shall maintain the necessary internal controls for the review and approval of payments to international Covered Parties, to include, but not be limited to:

- Commissions (Calculations and Awards)
- Expense Reports
- Other Reimbursements

e. Covered Party Monitoring

Once retained, all AZZ employees responsible for the retention of a Covered Party must monitor the Covered Party's activities and expenses to ensure continued compliance with all applicable laws and AZZ policies. If a Covered Party makes an improper Payment, the Company may be held civilly or criminally liable even if it did not authorize the Payment. To guard against such liability, AZZ employees must:

- Insist on documentation before paying expenses;
- Check whether all charges or fees are supported by the contract or other relevant documentation;
- Question unusual or excessive charges;
- Refuse to pay the Covered Party and notify the CLO if they suspect that the Covered Party has or will make illicit or questionable payments; and
- Where appropriate, in light of the specific risks posed by the Covered Party, exercise contractual rights (where available) to audit the Covered Party's books, records and business activities related to the Company.

If due diligence or monitoring uncovers any red flags (see Section 9), seek guidance from the CLO. Please see the Covered Party Procedures for more information.

7. Record Keeping and Prohibition of Improper Accounting

All transactions involving AZZ funds or assets shall be recorded accurately and in reasonable detail. The record must completely reflect the transactions and asset dispositions of AZZ wherever they take place. All employees must fully comply with all requirements applicable to the

preparation and submission of expense reports (for example, describing a business purpose for meals and entertainment with government officials, listing all attendees, and attaching all necessary receipts).

Direct or indirect participation by any AZZ employee in any “improper transaction” or deviation from established AZZ accounting practices, including omitted or falsified expense reports, is strictly prohibited. There shall be no "off-book" funds or accounts. Company personnel should never accede to requests for false invoices or for payment of expenses that are unusual, excessive, inadequately described, insufficiently documented or otherwise raise questions under this Policy or related Company guidelines on accounts and recordkeeping.

8. FCPA Certification

AZZ shall maintain a FCPA certification program that includes training to ensure that AZZ employees are provided an understanding of FCPA compliance. AZZ employees shall then execute FCPA compliance certifications and provide renewal certifications as requested. Certification records are kept up-to-date with respect to changes over time in AZZ employees and assignments. Upon request, AZZ employees must submit a signed Employee Anti-Corruption Certification Form to the CLO (as defined below), certifying that they have read and will comply with the provisions of this Policy.

9. Chief Legal Officer

The Chief Legal Officer (“CLO”) is the head of Compliance of AZZ on FCPA matters. Any questions regarding activities under consideration with regard to the FCPA or this Policy should be promptly directed to the CLO.

10. Sanction for Breach

This Policy is an integral part of AZZ’s Ethics Program. Any breach of this Policy by an AZZ employee may result in disciplinary action, termination, disengagement, civil proceedings, criminal prosecution or such other remedial or punitive action as shall be appropriate in the circumstances. Such action may be taken or initiated by AZZ, a governmental authority or other competent body. **AZZ will not directly or indirectly pay any fine imposed on any individual as a result of breach of the FCPA or of this Policy.**

11. Zero Tolerance

AZZ management will not tolerate any AZZ employee that achieves or purports to achieve results for AZZ in violation of law or by acting dishonestly. Conversely, AZZ will fully support any AZZ employee who declines an opportunity or advantage, the securing of which would place AZZ’s ethical principles and reputation at risk.

12. Whistleblower’s Program and Reporting

AZZ shall maintain a whistleblower’s program capable of supporting and collecting anonymous, non-retaliatory international inquires and follow-up on the subject with regards to ethics and anti-corruption.

13. Auditing

AZZ management shall monitor FCPA compliance through its efforts, including defined review and approval steps that management performs as well as compliance auditing conducted by AZZ's Internal Audit department in areas such as, but not limited to:

- Covered Party Contracts
- Commissions
- Expense Reports

14. Legislative Guidelines –

An objective of this Policy is to provide AZZ employees an understanding of the general requirements of the FCPA and other applicable anti-corruption laws.

This Policy does not represent to be an exhaustive explanation of all the specific provisions or intricacies of the FCPA and other applicable anti-corruption laws. The full text of the FCPA is available on the website of the Department of Justice. Any questions regarding the applicability or effect of the FCPA or other applicable anti-corruption laws with regard to any transaction or activity by AZZ or by any AZZ employee on behalf of AZZ should be directed to AZZ's CLO. It should, however, be kept in mind at all times that each AZZ employee has direct, personal responsibility for complying with the FCPA and other applicable anti-corruption laws. Each AZZ employee may therefore, wish to seek guidance from his or her own counsel as well.

VI. FCPA Provisions Under This Policy

The FCPA has two provisions. The *anti-bribery provision* prohibits bribery of non-U.S. public officials and the *books and records provision* requires accurate record-keeping and internal accounting controls. The Department of Justice ("DOJ") is responsible for the criminal enforcement of the FCPA. The SEC civilly enforces the FCPA against "issuers," i.e., companies publicly listed in the U.S.

1. Anti-Bribery Provision

A. Prohibition of Bribery of Foreign Officials

The FCPA prohibits AZZ and any AZZ employee, Representative or Agent, whether acting in the U.S. or abroad, from giving or offering Bribes to Foreign Officials in order to obtain or retain business, secure an improper advantage or direct business to any person. The business obtained or retained does not need to be with a foreign government or foreign government instrumentality in order for the FCPA to apply.

B. Prohibited Conduct

Forbidden conduct under the anti-bribery provision:

Knowingly paying, offering, promising or authorizing to pay money or anything of value directly or indirectly to any foreign official or political party with the intention of influencing the obtaining or retaining of business or otherwise securing any improper business advantage.

All of the elements below must exist for the FCPA to have been breached. Each element is, however, explained separately, for purposes of clarity:

a) Paying, Offering, Promising or Authorizing to Pay

The FCPA prohibits paying, offering, promising to pay (or authorizing to pay or offer) money or anything of value. A mere promise or offer of money or anything of value is sufficient to breach the FCPA, whether or not the promise was kept or the offer fulfilled. Furthermore, the FCPA does not require that the forbidden act succeed in its purpose. The mere fact that the act was done, with or without achievement of its purpose, is a breach of the FCPA.

b) Money or Anything of Value

The use of the phrase “anything of value” means that the FCPA forbids not only money Bribes but also Bribes constituting such things as:

- Stock
- Entertainment
- Gifts
- Discounts on products and services not readily available to the public
- Offer of employment
- Assumption or forgiveness of debt
- Payment of travel expenses
- Personal favors

c) Directly or Indirectly

The Payment, offer or promise to pay does not have to be made directly by AZZ or an AZZ employee. It is sufficient that it was made through an intermediary such as a broker, representative (including a stockholder when acting on behalf of AZZ), joint venture partner or subsidiary. It is also sufficient to breach the FCPA if the Payment is made to an intermediary of a foreign official or foreign political party.

Under the FCPA, it is unlawful to make a Payment to a Third Party, while knowing that all or a portion of the Payment will go directly or indirectly to a Foreign Official or a foreign political party. The term “knowing” here includes conscious disregard and deliberate ignorance.

d) Foreign Official or Political Party

The FCPA defines a “Foreign Official” as any officer or employee of a foreign government or any department, agency, or instrumentality of a foreign government. The term also includes any officer or employee of a Public International Organization such as the World Bank or the African Union.

Furthermore, any person acting in an official capacity for any foreign government agency, department or instrumentality, or for a Public International Organization is a Foreign Official. An entity hired to review bids on behalf of a government agency would be covered by the term.

The DOJ has also stipulated that the following persons would be included in the definition of Foreign Official:

- Officers and employees of foreign state-owned or partially state-owned companies;
- Uncompensated honorary officials if such officials can influence the awarding of business; and
- Members of royal families who have proprietary or managerial interests in industries and companies owned or controlled by the government.

The FCPA also prohibits Bribes to foreign political parties and their officials as well as to candidates for foreign political office.

The FCPA applies to Bribes or offers of Bribes to the said officials, regardless of rank or position. The FCPA focuses on the purpose of the payment and not the duties or powers of the official receiving the payment, offer, or promise of payment.

e) Obtaining or Retaining of Business or Otherwise Securing any Improper Business Advantage

The FCPA prohibits Bribes or offers of Bribes made in order to assist AZZ in obtaining or retaining business for or with, or directing business to, any person. The DOJ interprets "obtaining or retaining business" broadly, to cover more than the mere award or renewal of a contract. For instance, payments made to reduce customs duties or other taxes are prohibited by the FCPA.

C. Penalties for Breach of Anti-Bribery Provision -

a) Criminal Penalties

The following criminal penalties may be imposed for violations of the FCPA's anti-bribery provision, subject to updates that may occur:

- AZZ may be fined up to \$2,000,000 per violation; and
- Any AZZ employee found in violation is subject to a fine of up to \$250,000 per violation and imprisonment for up to five years

Under the "Alternative Fines Act", higher fines may be imposed. The actual fine may be up to twice the benefit sought to be obtained by making the corrupt Payment. It is forbidden for any fines imposed on an AZZ employee to be paid by AZZ.

b) Civil Penalties

Subject to updates that may occur, the U.S. Attorney General or SEC, as the case may be, may bring civil proceedings for a fine of up to \$10,000 against AZZ and any AZZ employee who violates the anti-bribery provision. In a SEC enforcement action, the court may impose an additional fine not to exceed the greater of (i) the gross amount of the pecuniary gain to the defendant as a result of the violation, or (ii) a specified dollar limitation. The specified dollar limitation depends on the seriousness of the violation and will range from \$5,000 to \$100,000 for a natural person (i.e., a real human being) and \$50,000 to \$500,000 for any other person (i.e., a corporation or legal entity).

The U.S. Attorney General or SEC, as the case may be, may also bring a civil action to enjoin any activity of AZZ or an AZZ employee which is violating or about to violate the anti-bribery provision.

c) Other Governmental Action

The Office of Management and Budget (“OMB”) has guidelines under which any person or entity found in violation of the FCPA may be barred from doing business with the federal government. The mere fact of indictment can lead to suspension of the right to do business with the U.S. government.

In addition, a person or company found guilty of violating the FCPA may be declared ineligible for export licenses. The SEC may suspend or bar persons in violation of the FCPA from the securities business and impose civil penalties. The Commodity Futures Trading Commission and the Overseas Private Investment Corporation may impose suspension or debarment from agency programs for violation of the FCPA. Any Payment that violates the FCPA cannot be deducted as a business expense for tax purposes.

d) Private Cause of Action

Violating the FCPA may also form the basis for a private cause of action for treble damages under the Racketeer Influenced and Corrupt Organizations Act (“RICO”). It may also give rise to actions under other federal or state laws. For example, a competitor may bring an action under RICO on the ground that the defendant won a foreign contract under RICO.

2. Books and Records Provision

A. Accounting and Internal Controls

The FCPA imposes strict accounting and recordkeeping requirements on the Company, including its foreign operations, and foreign affiliates controlled by the Company. To comply with these requirements, all Company employees must, without exception, follow the Company’s procedures for recordkeeping and guidelines on accounts, including:

- a) Maintenance of books and records which in reasonable detail, accurately and fairly reflect each transaction and disposition of AZZ assets; and
- b) Maintenance of a system of internal accounting controls sufficient to provide reasonable assurances that:
 - transactions are executed in accordance with management's general or specific authorization;
 - transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (ii) to maintain accountability for assets;
 - access to assets is permitted only in accordance with management's general or specific authorization; and

- the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

B. Criminal Offense in Breach

It is a criminal offense for any person to knowingly circumvent or fail to maintain a system of internal accounting controls. It is also a crime to knowingly falsify any books or records pertaining to AZZ transactions. These provisions are intended to discourage fraudulent accounting practices and to prevent the concealment of bribes to foreign public officials.

C. Responsibility for Subsidiaries

Under the FCPA, AZZ is responsible for ensuring that its wholly-owned subsidiaries comply with the provisions. Where AZZ owns 50% or less of the voting power of a subsidiary, AZZ must in good faith use its influence to the extent reasonable in the circumstances to cause the subsidiary to maintain proper records and accounting control.

D. Reasonable Detail and Assurance

“Reasonable detail” and “reasonable assurance” mean such level of detail and degree of assurance as would satisfy prudent officials in the conduct of their own business.

E. Penalties for Breach

Breaches of the *books and records provision* of the FCPA are currently punishable as follows, subject to updates that may occur:

- Imprisonment of up to 20 years and fines of up to \$5 million for individuals; and
- Fines of up to \$25 million for companies.

The Sarbanes Oxley Act of 2002 (“SOX”) also provides for fines and up to 20 years imprisonment for certain acts connected with record-keeping failures. SOX prohibits criminally altering, destroying or concealing any record with intent to obstruct the investigation or administration of any matter within the jurisdiction of the U.S. government.

VII. Permissible Payments and Affirmative Defenses

While the Clean Company Act does not provide any exceptions, the FCPA provides exceptions to the bribery provision. Facilitating Payments made for Routine Governmental Action do not constitute a breach of the FCPA. The FCPA also provides affirmative defenses against alleged violations of the FCPA.

It is a defense to a charge under the FCPA that the payment was lawful under the written laws of the foreign country or that the money was a bona fide, reasonable expense for the promotion of a product or performance of a contractual obligation. These are "affirmative defenses." It is the responsibility of any person that has made such payments to prove that the payments met the requirements for the defenses.

Whether a payment was lawful under the written laws of a foreign country or is otherwise excused by the affirmative defense provision may be difficult to determine. It is for this reason that **this Policy expressly prohibits Payments to Foreign Officials without the prior written approval**

of the CLO. This Policy intends thereby to ensure that all circumstances are properly considered before any payment is made.

In order to obtain written approval, employees must submit a Payment Request Form. (See Annex A)

VIII. Gifts and Entertainment Policy Overview

Anti-corruption laws allow legitimate promotional expenses for foreign officials, including travel-related expenses, under certain limited circumstances. However, special care must be taken to ensure compliance with anti-corruption laws and other local laws, and to avoid any appearance that AZZ employees or affiliates are providing foreign officials with any economic benefit for the purpose of influencing them improperly in their official duties. Before AZZ and any of its employees, Representative or Agent can offer or provide any Gift, entertainment, travel, or other promotional expenses to foreign officials, the procedures set forth in the AZZ Gift and Entertainment Policy must be followed.

In most cases, Gifts or entertainment provided in connection with a legitimate business purpose—such as routine business courtesy or discussion of the Company’s products or services—are permissible. Prior to purchasing gifts over five hundred dollars (\$500.00), employees must obtain prior written approval by the CLO, or the Chief Financial Officer (“CFO”). Similarly, an AZZ employee may accept a Gift valued at five hundred dollars (\$500.00) or less so long as the gift is in line with accepted business practices and could not be construed as improperly influencing good business judgment.

Entertainment expenses paid by AZZ employees must have a specific business purpose, and the AZZ employee must also be present. Entertainment expenses over five hundred dollars (\$500) require approval by the CLO or CFO.

Where approved, all Gifts, entertainment, and other promotional expenses incurred must be accurately and completely recorded in Company records, in accordance with AZZ’s policies.

Some types of Gifts and entertainment are never permissible. AZZ employees are prohibited from providing:

- cash or a cash equivalent (such as gift certificates, loans, stock, or stock options);
- a gift or service in exchange for something in return, as in a 'quid pro quo' arrangement;
- anything of value as a success fee or bonus;
- anything of value as an incentive;
- sexual favors or other favors that violate AZZ’s commitment to mutual respect; and
- items or other expenses that violate AZZ's standards, the standards of the recipient's organization, or the law

Please see the AZZ Gift and Entertainment Policy for more detailed information.

XI. Frequently Asked Questions

AZZ is committed to conducting business with absolute integrity. The Anti-Corruption Policy is meant to provide guidance on the Company's policies and the applicable laws, but situations

inevitably will arise that present "gray areas" not discussed in the Anti-Corruption Policy. Whenever you have a question relating to the Anti-Corruption Policy or any of the laws discussed, feel free to ask the CLO.

Q: What types of activities require prior approval or consultation with the CLO?

- Gift expenses that exceed \$500 (see AZZ Gifts and Entertainment Policy)
- Entertainment expenses that exceed \$500 (see AZZ Gifts and Entertainment Policy)
- Facilitating payments (see Annex A – Payment Request Form)
- Charitable donations (see Annex A – Payment Request Form)
- Political contributions (see Annex A – Payment Request Form)
- Retention of Covered Parties in connection with international business

Q: What if I am Approached for an Improper Payment?

If you receive a request for an improper Payment:

- Immediately refuse; explain that the Company does not make such Payments.
- If Third Parties are involved, explain that they are not authorized to make the Payment on the Company's behalf, instruct them not to do so and explain that the Company cannot continue to work with them if they make the Payment.
- Be clear that your refusals are absolute and do not come with a "wink and a nod."
- Immediately report the request to the CLO; wait for instructions on next steps.

Q: What if I Feel that My Health or Safety is being Threatened over Payment?

In very rare circumstances, you may deem it necessary to make a payment to a government official to avoid an imminent threat to personal health, safety, or freedom. Whenever possible, consult with the CLO before making a payment under these circumstances. If you can't consult with the CLO before making such a payment, you must immediately report the payment to the CLO, and keep accurate records of the payment. (See Annex A: Payment Request Form.)

Q: What if I Receive a Suspicious Request?

If someone suggests a transaction you think may be improper (e.g., if you suspect a person may be suggesting a Bribe without any overt request, or if a Third Party offers to obtain a government approval in a surprisingly short time for an additional fee), immediately contact the CLO for guidance.

Q: What are Red Flags to Look for with Third Parties?

Because Third Parties act on the Company's behalf (see Sec. V, paragraph 6 above), it is very important for us—from a reputational as well as a compliance standpoint—to be sensitive to circumstances that signal corruption risks, or suggest a reason to know of an illegal payment by a

Third Party. In order to ensure the Company only works with ethical Third Parties, we must monitor Third Party relationships for "red flags." If red flags are identified, they must be reported to the CLO. The following are a few examples of red flags:

- excessive compensation, or compensation above the “going rate”;
- agreements that include only vaguely described services;
- the Third Party is in a different line of business than that for which it is being engaged;
- the Third Party has a flawed background or reputation;
- the Third Party is suggested by a client or government official, particularly one with discretionary authority over the Company’s work;
- the Third Party objects to anti-corruption representations in agreements;
- the Third Party has a close personal or family relationship, or a business relationship, with a client or government official, or relative of such individuals;
- the Third Party requests unusual contract terms or payment arrangements that raise local law issues, such as payment in cash, payment in another country’s currency, payment to an offshore bank account, or the Third Party is located in an offshore jurisdiction;
- the Third Party requests urgent payment, or payment ahead of schedule;
- the Third Party submits invoices in excess of amounts specified in its contract without reasonable cause;
- due diligence reveals that the Third Party is a shell company or has some other unorthodox corporate structure;
- the only qualification the Third Party brings is influence over clients or government officials;
- the Third Party requires that his or her identity or, if the Third Party is a company, the identity of the company’s owners, principals or employees, not be disclosed;
- a lack of transparency in the Third Party's expenses and accounting records;
- the transaction involves a country or person known for corrupt payments or other illicit financial dealings; and
- In general, any fact that puts into question whether the Third Party is providing a necessary service at a reasonable market price is a red flag.

ANNEX A: Payment Request Form

This form is intended to help AZZ employees request prior approval for charitable contributions, political contributions, or facilitating payments, as required by AZZ's Anti-Corruption Policy. Please provide the most complete information possible. Consult with the Chief Legal Officer if you have any questions or concerns.

1. Requestor Information

Requestor's name, title:

Date of submission:

Total Approximate Value:

Monetary

In-kind

Type of proposed transaction:

Charitable contribution
(Complete Section 2)

Political contribution
(Complete Section 2)

Facilitating Payment
(Complete Section 3)

2. Charitable/ Political Contribution

Describe the nature and purpose of the requested contribution:

Was the contribution requested by an outside party? If so, please describe the nature of AZZ's relationship with the outside party, including any pending business, or existing contractual obligations:

Does the contribution touch or concern any government entity or official, including candidates for political office?

If a monetary contribution is requested, please list payment details: account number, name on account, location, bank name:

3. Facilitating Payment

Facilitating payments are payments made to expedite or secure the performance of routine government actions, such as obtaining licenses, permits, inspection of goods, or customs clearance. (Please refer to the Anti-Corruption Policy for more information on facilitating payments.)

Business Purpose Emergency Purpose

Name and title of Government Official requesting the payment:

Describe reasons for payment, including context of request:

4. Approved by:

Name:

Title:

Signature:

Date:

ANNEX B: Business Justification Form

This form is intended for use in obtaining appropriate approval **prior** to engaging any Covered Party covered by the Company's Covered Party Procedures ("Candidate"). This form should be completed by the employee Sponsor for the proposed Candidate. See the Covered Party Procedures for guidance on who is a Foreign Official. Please provide the most complete information possible. Consult the Legal Department for more guidance regarding this process if needed.

1. Requestor Information

Candidate's name, title:			
Date of submission:		Telephone:	
Address:		E-mail:	
Contact at AZZ:		Type of Business:	

2. Preliminary Classification

Type of Covered Party:	<input type="checkbox"/> sales and marketing agents outside U.S.	<input type="checkbox"/> interacting with foreign officials
------------------------	--	---

3. Business Information

Types of services or products to be provided by the Candidate:		
For Candidates to assist with sales or marketing outside the U.S.:		
Will the Candidate interact with foreign officials, or entities owned or controlled by a government?	<input type="checkbox"/> No	<input type="checkbox"/> Yes. If yes, describe below:

--	--

Will the Candidate be the Company's exclusive agent (i.e., the agent will perform sales or marketing solely on the Company's behalf?)	<input type="checkbox"/> No	<input type="checkbox"/> Yes
---	--------------------------------	---------------------------------

Please describe any other anticipated interactions with foreign officials on the Company's behalf:

--

Country/ Countries involved:			
Proposed term of relationship:		Proposed compensation:	

4. Selection Process Used

Why does the Company need to engage the Candidate?

--

Why did you select the Candidate?

--

What other candidates did you consider? If none, why were no other candidates considered?

--

How did you arrive at the proposed compensation?

How does the proposed compensation compare to other similar transactions in this country or area by:

AZZ:

Other organizations:

5. Ownership/ Relationships/ Reputation

To your knowledge, is this Candidate:

For companies, owned (wholly or partly) by a foreign official or a close relative of an official? If yes, please give details.

For individuals, a foreign official or a close relative of an official? If yes, please give details.

What is the Candidate's reputation? On what basis have you formed this opinion?

Has the Candidate engaged in business with the host country government on other occasions? If so, please describe any inquiries you have made regarding the Candidate's reputation in those dealings or information learned.

Please describe any reference checks or other due diligence performed on the Candidate; please also attach any background information you have on the Candidate.

6. Miscellaneous

Have you consulted with the CLO regarding any local law requirements that would apply to establishing a relationship with this Candidate or the compensation to be paid? For example, registration requirements, currency restrictions, conflicts of interest rules?

Are there any other facts that should be considered in deciding whether to establish a relationship with this Candidate? If so, please explain and attach any pages as necessary.

7. Certification

To the best of my knowledge, all information set forth in this Business Justification Form is correct and complete and does not omit any fact that might be important to the Company's evaluation of the qualifications, reputation, and associations of the Candidate.

Signed [Name, Title]:

Date:

*Once completed, this form and the **Due Diligence Questionnaire** (completed by the Candidate) should be submitted to the CLO along with all supporting documents.*

ANNEX C: Covered Party Procedures

1. Purpose/ Introduction

We use Third Parties throughout our business operations and for a variety of purposes, including to provide valuable expertise and to help us operate in commercially challenging locations. Because these Third Parties may act on our behalf, it is very important for us – from a reputational as well as a compliance standpoint – to understand their qualifications and associations, and to have a good grasp of their activities.

Anti-corruption laws prohibit bribery through intermediaries, and both the Company and our employees may thus be civilly and criminally liable for the misconduct of a third party, such as a consultant or agent, if we know or have reason to know that the Third Party will engage in bribery. This means we must take steps to ensure that we work only with Third Parties that are willing to adhere to our anti-corruption compliance expectations, and that we monitor Third Party relationships for any warning signs of corruption.

2. Scope

All AZZ employees are bound by these Covered Party Procedures ("Procedures") and are responsible for meeting the due diligence and monitoring requirements herein. In rare circumstances, the Company's Chief Legal Officer ("CLO") may grant exceptions to these rules in appropriate circumstances and on a case-by-case basis. The CLO must document the rationale for exceptions in writing. If you have questions about how these procedures apply to any aspect of your work, please contact the CLO.

3. Definitions

Third Party – any person or entity retained by AZZ to assist in AZZ's business, such as joint venture partners, agents, consultants, or representatives.

Covered Parties – the Company's anti-corruption due diligence and monitoring requirements described in these Procedures apply to dealings with the following types of Third Parties:

- 1) Third Parties that will assist with marketing or sales outside the U.S., such as sales agents or distributors; or
- 2) Third Parties retained to interact with Foreign Officials or entities owned or controlled by a government on our behalf, such as customs brokers, visa processors, lawyers, etc.

Foreign Official – the term Foreign Official encompasses obvious foreign officials such as immigration and customs officials, as well as employees of state-owned business partners. The term includes:

- any officer or employee of a foreign government (i.e., other than the U.S.) or any department, agency, or instrumentality thereof (which includes a government-owned or government-controlled state enterprise) or of a "public international organization"
- any person acting in an official capacity for or on behalf of a foreign government

- or government entity or of a public international organization
- any foreign political party or party official, or any candidate for foreign political office
- any consultants who hold government positions, employees of companies owned by foreign governments, political party officials and others.

4. The Due Diligence Process

To ensure we work only with suitable Covered Parties, we carry out “due diligence,” a process in which we collect and evaluate information about Covered Parties’ qualifications, reputations, and associations. In carrying out due diligence reviews, we must gather information sufficient to evaluate: (1) the business justification for the relationship; (2) the Covered Party’s qualifications and reputation (in particular, signs that the Covered Party is in any respect unsuitable, or may engage in improper practices); (3) the Covered Party’s relationships with Foreign Officials (for example, any ownership by a Foreign Official); and (4) the reasonableness of the Covered Party’s proposed compensation.

The Company’s anti-corruption due diligence process consists of:

- (1) proposing and stating the business justification for the relationship;
- (2) gathering information from the proposed Covered Party;
- (3) gathering information from outside sources;
- (4) ensuring appropriate contractual terms; and
- (5) approving or rejecting the proposed relationship.

Step 1: Proposals and Business Justification

- The responsible employee (“Sponsor”) identifies the need for an outside party (“Candidate”).
- The Sponsor, with guidance from the Legal Department as necessary, must determine whether the Candidate qualifies as a Covered Party.
- If the Candidate is a Covered Party, the Sponsor must complete a Business Justification Form, in the form provided below, which provides basic background on the Candidate and the proposed relationship.

Step 2: Gathering Information from the Candidate

- The Sponsor must send a Due Diligence Questionnaire in the form provided below, to the Candidate. The Due Diligence Questionnaire is designed to gather information on the Candidate’s qualifications and associations necessary to assist in the determination of whether the Company may do business with the Candidate.
- The Sponsor must specifically discuss the Company’s basic stance on anti-corruption compliance with the Candidate (for example, in communications regarding the Due Diligence Questionnaire), and obtain the Candidate’s certification of compliance on the Due Diligence Questionnaire.
- The Candidate must complete the Due Diligence Questionnaire and return it to the Sponsor.

Step 3: Gathering Information from Outside Sources

- For all Covered Parties:
 - The Sponsor or his or her designee must check the Candidate's references.
 - The CLO must screen Candidates against relevant governmental sanctions and denied parties lists.
- On the basis of information gathered through the Business Justification Form and the Due Diligence Questionnaire, the Sponsor must make a preliminary determination of whether the Candidate presents any red flags (listed in the following section).
- If red flags are identified at any point in the review, the Sponsor must confer with the CLO to decide what, if any, additional due diligence steps are required. Please see the following section for a list of red flags and guidance on identifying countries that present heightened corruption risk.
- The CLO may determine that additional due diligence, to be coordinated by the Legal Department, is necessary.

Step 4: Ensuring an Appropriate Written Contract

- The Sponsor must ensure that the Candidate does not begin work before due diligence is approved and the contract is executed.
- If the due diligence is approved, the Sponsor must ensure that the draft contract with the Candidate includes appropriate anti-corruption terms.
- At a minimum, contracts must include the Basic Anti-Corruption Clause from the standard anti-corruption clause language in the attached Appendix below.

Step 5: Approving or Rejecting the Proposed Relationship

- The Sponsor must compile all due diligence materials thus far gathered (including the Business Justification Form, Due Diligence Questionnaire, and documentation of all outside checks) along with the draft contract, clearly identify any warning signs of corruption ("red flags") noted in the review (please see the following section) and provide the package to the appropriate reviewer.
- After considering the risks involved in the proposed relationship and any red flags identified in the review, the CFO must either approve the Candidate or send the Candidate's due diligence materials to the CLO for further review. Where red flags are present, [the standard Sales or Finance approver] must confer with the CLO.

5. Red Flags

In hiring and working with Covered Parties, we must be sensitive to circumstances that signal corruption risks, or suggest a reason to know of an illegal payment by a Covered Party. Such circumstances are commonly referred to as "red flags." If a red flag is identified at any point in the due diligence process, the Sponsor must confer with the Legal Department to decide what, if any, additional due diligence steps are required. The presence of red flags suggests a need for greater scrutiny and safeguards against a potential violation. It does not necessarily mean that the relationship cannot go forward.

Red flags that warrant further investigation when selecting or working with a Covered Party are varied and numerous. The following are a few examples:

- excessive compensation, or compensation above the “going rate”;
- agreements that include only vaguely described services;
- the Covered Party is in a different line of business than that for which it is being engaged;
- the Covered Party has a flawed background or reputation;
- the Covered Party is suggested by a client or Foreign Official, particularly one with discretionary authority over the Company’s work;
- the Covered Party objects to anti-corruption representations and right to audit in agreements;
- the Covered Party has a close personal or family relationship, or a business relationship, with a client or foreign official, or relative of such individuals;
- the Covered Party requests unusual contract terms or payment arrangements that raise local law issues, such as payment in cash, payment in another country’s currency, payment to an offshore bank account, or the Covered Party is located in an offshore jurisdiction;
- the Covered Party requests urgent payment, or payment ahead of schedule;
- the Covered Party submits invoices in excess of amounts specified in its contract without reasonable cause;
- due diligence reveals that the Covered Party is a shell company or has some other unorthodox corporate structure;
- the only qualification the Covered Party brings is influence over clients or Foreign Officials;
- the Covered Party requires that his or her identity or, if the Covered Party is a company, the identity of the company’s owners, principals or employees, not be disclosed;
- a lack of transparency in the Covered Party's expenses and accounting records; or
- the transaction involves a country known for corrupt payments or other illicit financial dealings.

In general, any fact that puts into question whether the Covered Party is providing a necessary service at a reasonable market price is a red flag.

6. Ongoing Monitoring

Once retained, all AZZ employees responsible for the retention of a Covered Party must monitor the Covered Party’s activities and expenses to ensure continued compliance with all applicable laws and AZZ policies. If a Covered Party makes an improper payment, the Company may be held civilly or criminally liable even if it did not authorize the payment. To guard against such liability, AZZ employees must:

- Insist on documentation before paying expenses;
- Check whether all charges or fees are supported by the contract or other relevant documentation;
- Question unusual or excessive charges;

- Refuse to pay the Covered Party and notify the CLO if they suspect that the Covered Party has or will make illicit or questionable payments; and
- Where appropriate, in light of the specific risks posed by the Covered Party, exercise contractual rights (where available) to audit the Covered Party's books, records and business activities related to the Company.

If due diligence or monitoring uncovers any red flags, you must seek guidance from the CLO.

ANNEX D: Due Diligence Questionnaire

Please complete the following form and submit it together with all related documents to your contact at AZZ Inc., retaining copies of all documents for yourself. This form is intended for use in obtaining appropriate compliance approval prior to entering into a relationship with the Company. Your cooperation in completing this form is important to us and is greatly appreciated.

If you feel that you need to answer “not applicable,” please briefly explain. If any space in the form intended for your answer to any question is insufficient, then please add further detail on additional sheets of paper, making reference to the relevant question. Should there be any questions or uncertainties, please consult with your Company Contact.

Note: If you or your company previously submitted this questionnaire to the Company, please review and update any information that may have changed.

1. IDENTIFYING INFORMATION

Name of Candidate:				
Address:				
Telephone:		Website:		
Email		Contact:		
Type of Business	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual/Independent Worker
Country of Incorporation (if applicable):		Registration Number (if applicable):		
Date of Establishment (if applicable):		Principal Line of Business:		
Head Office and other Locations of Business (if applicable):				
Services to be provided to the Company:				
Any anticipated interactions with government entities (government departments, ministries, agencies, legislatures, political parties, or government-owned companies) or officials of such entities (employees, elected or appointed officials) on the Company’s behalf:				

2. COMPANY OPERATIONS

Describe briefly the nature and history of your business:

List of all subsidiaries and affiliates (such as sub offices or branches) in countries in which you will be performing work for AZZ:

Approximate turnover/revenue in the last five years (check as appropriate):

Less than \$1 million (U.S.) \$1 to \$10 million (U.S.) \$10 to \$50 million (U.S.) Over \$50 million (U.S.)

d: If your company is a new venture, estimated turnover/revenue for the next business year:

If you are an individual/ independent worker/ sole proprietorship, please provide a written overview of your experience or other qualifications. If you are a company, please provide copies of company brochures, certificate of incorporation or company's registration in the country in which you are incorporated and in all of the countries of intended activity on behalf of AZZ, annual reports (if available) and any other documentation deemed appropriate.

Materials attached

Please state how many employees your business has (at your head office and overall) and include a copy of your company organizational chart.

Number of employees:

Organization chart attached.

Do you plan to use any other parties (sub-agents, consultants, venture partners, business associates, etc.) to provide services related to the proposed agreement with AZZ? If yes, please identify each other party and detail the role/function it will perform.

List all previous or current relationships, if any, with AZZ:

Do you provide services for other companies or institutions in the same industry as AZZ?

Yes No

If **Yes**, please identify the top three in terms of volume of business.

If **No**, do you anticipate providing services exclusively for AZZ?

Yes No

If retained by AZZ, would you be willing to incorporate the following contract terms?

1. Representations regarding the Foreign Corrupt Practices Act and any other anti-corruption laws that apply: Yes____No _____
2. AZZ's right to audit: Yes____No _____

If retained, identify proposed method of payment (e.g., wire transfer to bank account):

Name of Account Holder:	
Name of Bank:	
Branch Name:	
Location and Address of Bank:	
Account Name:	
Account Number:	
Swift Code:	

ANNEX E: Anti-Corruption Contract Clause Language

Basic Anti-Corruption Clause:

No Improper Payments. [Name of Candidate] represents and warrants that it has complied and shall comply with all applicable laws. [Candidate] represents and warrants that it has not made, offered, or authorized and will not make, offer, or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to any “foreign official” (i.e., any person holding a legislative, administrative, or judicial office outside the U.S., including any person employed by or acting on behalf of a public agency, a government-owned or controlled enterprise, or a public international organization) or any political party or political official or candidate for office, for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business.

Notification of Request for Improper Payment:

[Candidate] warrants that it shall promptly notify the Company if it ever receives a request to take any action which would or might violate its obligations under this section of the Agreement.

Compliance with Accounting and Auditing:

[Candidate] agrees that it shall maintain accurate and complete records of its receipts and expenses having to do with the Agreement in accordance with generally accepted accounting principles and, if applicable, the requirements of the U.S. FCPA. If the Company has a reasonable suspicion that the provisions of this Agreement have been violated, [Candidate] shall allow Company to review or audit [Candidate’s] books, records and files relating to this Contract and [Candidate] will provide information and answer any reasonable questions that Company may have relating to [Candidate’s] performance of this Agreement.

Expenses:

[Candidate] warrants that it shall not pay any expense of a Foreign Official in an amount in excess of \$500 without the prior approval of the Chief Legal Officer or Chief Financial Officer and that it will maintain all documentation and receipts for any expenses of foreign officials that it has paid. [Candidate] will make its expense records related to business conducted on the Company's behalf available to the Company upon request.

Approval of Subcontractors and Agents:

[Candidate] agrees that it shall not retain a subcontractor or agent without the prior approval of the Company.

Foreign Official Ownership Interest:

Except as otherwise disclosed in writing to Company, as of the date of execution of this Contract and during the term of this Contract, no Foreign Official is or will become associated with, or will own or presently owns any interest in [Candidate].

Termination

The Company shall have the right to terminate this Contract with immediate effect if the Company reasonably believes that any of the agreements, undertakings, representations or requirements set forth in this [Clause XXX] have not been complied with or fulfilled by [Candidate]. In case of termination under this [Clause XXX], Company shall have no further obligation to [Candidate]."

ANNEX F: Annual Employee Certification

To: Tara Mackey
Chief Legal Officer, AZZ Inc.

From: _____
Name (Printed) Title

Location

I have read AZZ's Anti-Corruption Policy and certify my compliance with the Anti-Corruption Policy and all applicable local laws. To the best of my knowledge and belief, neither I nor any Third Party (including joint venture partners, agents, consultants, or representatives) has:

- (A) Given, offered, promised, or authorized anything of value directly or indirectly to any person, including a Foreign Official, to influence or persuade that person to help the Company secure an improper business advantage. For the purposes of this certification, a Foreign Official means any elected or appointed officer, agent or employee of a non-U.S. government, employee of a government-owned or government-controlled business, foreign political party, party official, candidate for political office, and employee of a public international organization.
- (B) Knowledge of any transactions or accounting in AZZ's (including all subsidiaries) books and records that would violate the Record-Keeping and Internal Controls provision of the FCPA and AZZ's Anti-Corruption Policy except as described below.
- (C) Engaged in any other prohibited conduct or behavior under the Anti-Corruption Policy except as described below:

NOTE: If additional space is needed, please attach additional sheets. If you have nothing to disclose, please indicate this by writing "NONE" in the space above.

I certify that the above statements and related information, if any, are true and have been provided to the best of my ability with the intent of cooperating with the Anti-Corruption Policy. As required by the Anti-Corruption Policy, should I learn or have reason to know of any suspected or actual improper payment, or improper accounting activity, I will immediately notify the Chief Legal Officer and my direct supervisor of my knowledge or suspicion.

Signature: _____ Date: _____

Questions or concerns regarding this form, AZZ policies, or applicable anti-corruption laws should be addressed to your immediate supervisor and the Chief Legal Officer.

Who Do I Contact

If you ever have a question or a concern about an ethical or policy–related matter, you are expected to raise the issue to the appropriate resource within AZZ.

To report a violation, contact:

- Your Supervisor
- The Chief Legal Officer - Tara D. Mackey
- The AZZ Compliance Manager – Bradshaw Hawkins
- The Human Resources Department
- Any Officer of the Company
- The AZZ Compliance Hotline: (855) 268-6428
- The AZZ Compliance Alertline website: <https://www.azz.alertline.com>

Calls to the AZZ Compliance Hotline and reports made on the Alertline may be made anonymously, if you wish. AZZ prohibits retaliation against anyone who raises a concern in good faith.