

INNOSPEC INC. ANTI-CORRUPTION POLICY

I. SUMMARY

In support of Innospec's core values, the Innospec Code of Ethics sets the expectation that directors, officers, employees and contract employees of Innospec and its subsidiaries and affiliated companies will comply with all applicable laws, including those prohibiting corruption and bribery. Among 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 many of the nations in which the Company does business. Although the application of these laws may be complex, their central purpose is simple: to punish corporate entities and individuals who resort to bribery or corruption to obtain or retain business. To comply with these laws and to avoid even the appearance of unethical conduct, all directors, officers, employees and contract employees of Innospec and its subsidiaries and affiliated companies must comply with this Anti-Corruption Policy.

This Anti-Corruption Policy imposes four over-arching requirements.

First, individuals within the scope of this Anti-Corruption Policy may not provide, promise, or offer anything of value to any person, including Government Officials, to improperly obtain or retain business or to secure an improper advantage in conducting business. Among other things, this first requirement prohibits the payment of bribes to win new contracts, to retain old 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 Anti-Corruption Policy may not accept a bribe or anything of value in violation of this or any other Company policy, including Innospec's Code of Ethics, or in connection with improper conduct of any Company activity or function.

Third, because Innospec may be held liable in certain circumstances for the corrupt conduct of third parties such as agents, distributors, sales consultants and joint venture partners, Innospec must only partner with ethical actors. Accordingly, Innospec has a mandatory due diligence process for scrutinizing and, if appropriate, approving such third-party business partners.

Fourth, individuals within the scope of this Anti-Corruption Policy must ensure that Innospec maintains accurate books and records, detailing each expenditure of Company funds or other things of value.

All directors, officers, employees and contract employees of Innospec and its subsidiaries and affiliated companies must read, understand, and comply with every provision of this Anti-Corruption Policy. [Annex D](#) contains answers to frequently asked questions about this Anti-Corruption Policy, the FCPA, and the UKBA. If, at any time, you have any questions about this Anti-Corruption Policy, you should contact your supervisor and/or the Legal & Compliance Department.

II. SCOPE

This Anti-Corruption Policy applies to all officers, directors, employees (permanent and temporary) and contract employees of Innospec Inc., and all of its subsidiaries and affiliated companies, regardless of citizenship or location of employment (collectively, “Employees”). The Anti-Corruption Policy’s general principles and prohibitions also apply to agents, distributors, consultants, joint venture partners, and any other third parties acting on Innospec’s behalf (collectively, “Representatives”), regardless of citizenship or where they conduct business.

Innospec recognizes that its Employees and Representatives are citizens of many countries and that its operations are subject to many different laws, customs and cultures. In some countries, Innospec’s Legal & Compliance Department may issue specific anti-bribery guidelines to conform to local laws, but those guidelines must be reviewed and approved by the Legal & Compliance Department before they are issued and must always be at least as strict as the minimum standards outlined in this Anti-Corruption Policy.

III. PROHIBITION OF BRIBERY

Under no circumstance shall any Employee or Representative provide, offer, or promise (or authorize, permit or conspire to provide) a “Thing of Value” to:

1. **Any person**, including a “Government Official” (or a third party at a Government Official’s request or with his assent or acquiescence), 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 may not receive such Thing of Value (because of employment obligations or otherwise); or
2. **Any person**, while intending, knowing or suspecting that such person will provide, offer, or promise a Thing of Value directly or indirectly to a Government Official to obtain or retain business, secure an improper advantage, or direct business to any person.

It is a violation of this Anti-Corruption Policy to intentionally disregard, or to be willfully blind to, the making or offering of an improper payment. Employees may not use third-party intermediaries to provide, offer, or promise a Thing of Value to improperly obtain or retain business, to persuade another person to perform his or her function improperly, or while knowing that the ultimate recipient of the offer, promise, or Thing of Value is not permitted to receive it. In other words, an Employee may not do indirectly what this Policy forbids the Employee from doing directly.

- **“Thing of Value”**: A “Thing of Value” is 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, lodging, transportation, loans, use of property or equipment, charitable donations, political contributions, medical treatment, and job or internship offers.

- **“Government Official”:** A “Government Official” is 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.
- **“State-Owned Enterprise”:** For purposes of this Anti-Corruption Policy, a state-owned enterprise (or “SOE”) is any entity, company or business owned in whole or in part by a federal, state, provincial, county or municipal government to participate in commercial activities. Many governments operate in commercial areas through SOEs, 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 SOE 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 SOE (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. Thus, any questions or concerns about whether an entity may be considered a SOE should be brought to the attention of the Legal & Compliance Department.

Among other payments, this Policy forbids “facilitating” or “grease” payments for routine action by Government Officials. If an Employee feels compelled to make a payment otherwise prohibited by this Policy (e.g., to escape an imminent threat to his or her health or safety), the Employee must report that payment and details regarding the incident to the Legal & Compliance Department as soon after the incident as possible. Innospec shall accurately record such payments in its books and records.

Payment of reasonable, proportionate, and bona fide expenses incurred by or on behalf of a Government Official or another person 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.

Unless a specific exception to this Anti-Corruption Policy applies, no Employee may make a payment of reasonable, proportionate, and bona fide expenses as described above without obtaining prior written approval from Innospec’s Legal & Compliance Department. In addition, all such payments or reimbursements must be properly documented in Innospec’s books and records and must comply with Innospec’s expense policies.

A. Gifts, Meals, Business Hospitality, and Travel

All gifts, meals, business hospitality, and travel offered on behalf of Innospec to any person must be reasonable in value (not lavish or extravagant), permissible under applicable law, and related to the promotion, explanation or demonstration of Innospec’s products or services.

Expenditures that create even the appearance of impropriety may violate this Anti-Corruption Policy.

For guidelines on circumstances when Innospec Employees may give, offer, or promise gifts and/or business hospitalities to Government Officials and other persons, please refer to Innospec's **Gifts, Hospitality, Charitable Contributions, and Sponsorships Policy** found on the Intranet at <http://www.innospecinc.net/4/GlobalPolicies/index.htm>.

B. Charitable Donations

Innospec is committed to the communities in which it does business and permits reasonable donations to local and foreign charities. However, just as direct payments or gifts may violate applicable anti-corruption laws, so too may charitable donations if they are made to improperly influence a Government Official or other individual. Accordingly, Employees may donate on behalf of Innospec only to bona fide charities for proper charitable purposes after seeking the approval of Innospec's Legal & Compliance Department. As appropriate, the Legal & Compliance Department may confirm that the proposed recipient of Innospec funds is indeed a bona fide charity and that the funds will be used only for charitable purposes.

For guidelines on circumstances when Innospec Employees may make, offer, or promise charitable donations to Government Officials and other persons, please refer to Innospec's **Gifts, Hospitality, Charitable Contributions, and Sponsorships Policy** found on the Intranet at <http://www.innospecinc.net/4/GlobalPolicies/index.htm>.

C. Political Contributions

Innospec Employees shall not make political contributions on behalf of the Company to improperly influence any political candidate, political party, campaign committee, or Government Official. Before making any political contribution on behalf of Innospec, Employees must secure the approval of Innospec's Chief Executive Officer and General Counsel. No Employee may seek or receive reimbursement from Innospec, directly or indirectly, for any political contribution.

D. Sponsorships

In certain situations, Innospec may sponsor events or activities hosted, coordinated, or supported by third parties. For purposes of this Anti-Corruption Policy, sponsorships include any contribution in money or in kind by Innospec towards an event organized by a third party in return for the opportunity to advertise the Innospec brand by, for example, displaying the Innospec logo or otherwise publicizing Innospec during the event (e.g., by mentioning Innospec's support during the opening or closing addresses of a conference). Before promising or agreeing to sponsor any event, Innospec Employees must submit the **Sponsorship – Approval Request and Reporting Form** to the Legal & Compliance Department. Sponsorship agreements must be in writing and must detail the consideration provided for Innospec's funds and the planned use for the funds. For guidelines regarding sponsorships, please refer to Innospec's **Gifts, Hospitality, Charitable Contributions, and Sponsorships Policy** found on the Intranet at <http://www.innospecinc.net/4/GlobalPolicies/index.htm>.

IV. PROHIBITION OF PASSIVE CORRUPTION

Innospec strictly prohibits passive corruption (that is, the improper receipt of a Thing of Value). Innospec Employees and all others performing services for or on behalf of the Company must not accept, receive, or agree to accept or receive a Thing of Value:

1. In violation of Innospec's Code of Ethics, Anti-Corruption Policy, or any other policy; or
2. In connection with the recipient's or a third party's improper performance of some Company-relevant activity or function (that is, a failure by the recipient or third party to perform the relevant activity or function in good faith, impartially, or in accordance with a position of trust).

V. THIRD-PARTY 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, approved, and retained by written agreement with Innospec.

A. Pre-Hiring Due Diligence regarding Potential Representatives

Whenever Innospec intends to engage or retain an agent, distributor, marketing consultant, lobbyist, or other third party that will act on Innospec's behalf, Innospec shall conduct a due diligence inquiry regarding the prospective Representative to determine the reputation, beneficial ownership, professional capability and experience, financial standing, and credibility of the prospective Representative and the history of such prospective Representative's compliance with applicable anti-corruption laws. Innospec's Legal & Compliance Department shall specify the information required in connection with such due diligence and shall review and approve the results of such investigation.

Key information concerning prospective Representatives shall be recorded in Innospec's Third Party Due Diligence Questionnaire. The relevant prospective Representative, the Innospec Business Manager, and the Innospec Regional Manager must all certify the accuracy of the information contained within the Questionnaire. Additional due diligence may be required depending on the Representative's risk profile. Files supporting Innospec's third party due diligence shall be maintained by the Legal & Compliance Department and updated periodically as necessary to manage Innospec's compliance.

Innospec's due diligence questionnaires and pre-hiring due diligence procedures are described in the **Third Party Compliance Approval User Guide** available on the Intranet at <http://www.innospecinc.net/4/GlobalPolicies/index.htm>.

B. Contracting with Representatives

All contracts with agents, distributors, marketing consultants, lobbyists, and other third parties, all joint venture, partnership, and shareholder contracts, and all contracts for the acquisition of entities or business assets shall require the specific approval of Innospec's Legal & Compliance Department (in addition to any other approvals required by any other Company policies). No payment may be disbursed by Innospec under any such contract unless an original written copy

of the contract is in the files maintained by the Legal & Compliance Department and such copy reflects the approvals required above. In addition, all such contracts shall contain standard anti-bribery provisions substantially similar to those specified in Annex C, unless otherwise approved in writing by the Legal & Compliance Department.

Innospec's Legal & Compliance Department maintains standard forms for these types of contracts and transactions and will provide template forms upon request. These forms must be used in all applicable transactions, and alterations must be approved by the Legal & Compliance Department.

C. Post-Hiring Monitoring of Approved Representatives

After Innospec retains a Representative, Employees—in particular the Business Manager who liaises with the Representative—must continue monitoring the Representative's on-going activities for any anti-corruption red flags or concerns. If any Employee knows or reasonably believes that a payment or promise of payment prohibited by the anti-corruption laws has been, is being, or may be made by a Representative for or on Innospec's behalf, the Employee shall immediately advise the Legal & Compliance Department and shall use all reasonable efforts to prevent the payment or promise of payment from occurring.

D. Mergers & Acquisitions

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

E. Joint Ventures

Whenever the Company elects to pursue work through a joint venture, Innospec shall conduct a due diligence review of the prospective joint venture partner or partners to determine the reputation, beneficial ownership, professional capability and experience, financial standing, and credibility of the prospective joint venture partner or partners and the history of such prospective joint venture partner's or partners' compliance with applicable provisions of the anti-corruption laws. The Legal & Compliance Department shall specify what information must be obtained during such diligence and shall review and approve the written results of such diligence.

F. Red Flags

One of the key aspects of anti-corruption-related due diligence and post-retention monitoring is the identification of "red flags" that may indicate unethical or corrupt business conduct. The anti-corruption red flags identified by the U.S. Department of Justice are described in Annex B.

All due diligence investigations conducted by Innospec must include an analysis of potential red flag issues.

VI. 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 the Company's assets, no matter the purpose or size of the transaction or disposition. Accordingly, Employees shall not create or make payments from "off-the-books" accounts or "slush funds."

To maintain accurate books and records, 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 Employee is authorized to sign and that he or she believes are accurate and truthful.

Additional information may be found in Innospec's **Group Accounting Standards Handbook**, available on the Intranet at <https://www.innospecinc.net/4/GlobalPolicies/Finance/index.htm>.

B. Internal Controls

Innospec shall devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that, among other things, transactions are executed in accordance with the specific authorizations of Innospec's officers and are recorded in accordance with 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.

VII. ANTI-CORRUPTION CONTROLS

A. Education and Training

Innospec provides regular anti-corruption education and training to its Employees and Representatives. The Company may require Employees and Representatives to participate in on-line courses or in-person programs regarding anti-bribery legal requirements, Innospec's Code of Ethics, and this Anti-Corruption Policy.

B. Annual Certifications

Innospec requires annual Anti-Corruption Policy certifications from all Innospec management and accounting personnel, as determined by the Legal & Compliance Department. Included among this group are all persons who have access to Company funds or who have responsibility for recording transactions that impact the Company's books and records, and all persons who interface with government customers. The certification shall contain language substantially similar to the following language:

The undersigned hereby certifies that he or she has read and understands the Company's Anti-Corruption Policy. The undersigned further certifies that, after due inquiry and investigation, he or she is not aware of any fact or circumstance that indicates that a violation of the Anti-Corruption Policy has occurred during the period covered by this Certificate. The undersigned further certifies that he or she will promptly report any non-compliance in accordance with the Company's procedures for Reporting Corporate Governance Concerns.

This certification shall be completed at least annually and from time to time as determined by the Legal & Compliance Department, Chief Compliance Officer, and/or the Nominating and Corporate Governance Committee ("NCG").

C. Auditing

1. Business Assurance

Testing and analysis of Innospec transactions for possible violation of the Anti-Corruption Policy shall be a regular part of the Business Assurance routine audit process and all Employees shall cooperate fully with the Company's audit staff in that regard. The Business Assurance audit protocol shall contain a segment designed to conduct this testing and analysis. From time to time, the applicable Business Assurance protocol shall be reviewed to confirm that it is adequate.

2. Compliance Auditing

The Legal & Compliance Department, in consultation with the Innospec Business Assurance staff, shall select at least two Company operating locations outside the United States each year for a compliance audit focused on Innospec's anti-corruption compliance policies, practices, and procedures. The Legal & Compliance Department, in consultation with Business Assurance, shall develop a compliance audit protocol to be used during these compliance audits, and from time to time this protocol shall be reviewed to confirm that it is adequate.

3. Compliance Audit Reporting to Nominating and Corporate Governance Committee

The results of all anti-corruption auditing activities shall be communicated to the NCG and Audit Committees of the Board promptly after completion of the relevant audit.

D. Reporting

Innospec Employees who know of or suspect a potential violation of any provision of this Policy or applicable anti-corruption laws should report their concerns in accordance with the **Reporting Corporate Governance Concerns** procedures found on the Intranet at <https://www.innospecinc.net/4/GlobalPolicies/index.htm> or on the Internet at http://www.innospecinc.com/assets/files/documents/mar_10/cm_1269940802_Reporting_Corporate_Governance.pdf. The procedures enable an Innospec Employee to report concerns to many different individuals, both inside and outside of Innospec.

It is strictly against Innospec policy to retaliate against any Employee for good-faith reporting of known or suspected violations of any law or Company policies.

E. Disciplinary Procedure

Innospec will not tolerate any Innospec Employee that achieves or purports to achieve results for the Company in violation of this Anti-Corruption Policy or any applicable anti-corruption law. Failure to comply with this Anti-Corruption Policy will constitute gross misconduct and will be grounds for termination or other disciplinary action in accordance with the disciplinary process for the relevant Innospec site or country.

VIII. ADMINISTRATION

Innospec's Chief Compliance Officer is responsible for the content and periodic review of this Anti-Corruption Policy. Innospec shall administer this Anti-Corruption Policy in accordance with Annex A.

IX. QUESTIONS

Annex D of this Anti-Corruption Policy addresses frequently asked questions regarding anti-corruption laws and this Anti-Corruption Policy. Any additional questions concerning this Anti-Corruption Policy may be addressed to the Legal & Compliance Department at this e-mail address:

legal-compliance@innospecinc.com

Questions may also be addressed personally to Innospec's General Counsel and Chief Compliance Officer or Innospec's Global Compliance Counsel, whose contact information is available on the Intranet at:

<http://www.innospecinc.net/4/CorporateDepartments/LegalandCompliance/index.htm>

Questions may also be addressed to any of the sources listed in the Reporting Corporate Governance Concerns Policy available on the Intranet at <https://www.innospecinc.net/4/GlobalPolicies/index.htm> or on the Internet at http://www.innospecinc.com/assets/files/documents/mar_10/cm_1269940802_Reporting_Corporate_Governance.pdf

ANNEX A

ADMINISTRATION OF INNOSPEC'S ANTI-CORRUPTION POLICY

The Anti-Corruption Policy will be administered by the Nominating and Corporate Governance (“NCG”) Committee of the Innospec Board of Directors, Innospec’s Chief Compliance Officer (“CCO”), the Innospec Legal & Compliance Department, and the Compliance Steering Group.

I. BOARD OF DIRECTORS

The Board has specifically directed Innospec’s management to issue and implement this Anti-Corruption Policy. The Board retains ultimate responsibility for ensuring that the Company meets its obligations under applicable anti-corruption laws. The Board has delegated certain responsibilities for administration of the Compliance Program to its NCG Committee and to certain officers of the Company.

II. NOMINATING AND CORPORATE GOVERNANCE COMMITTEE

The NCG Committee is charged with responsibility for:

- overseeing the administration of Innospec’s Anti-Corruption Policy;
- evaluating and recommending to the Board possible amendments to the Anti-Corruption Policy on an annual basis;
- reviewing periodic reports from the Legal & Compliance Department regarding the Department’s efforts and the adequacy of Innospec’s anti-corruption compliance program;
- reviewing the findings of the Legal & Compliance Department regarding possible violations of the Anti-Corruption Policy;
- undertaking, when appropriate, an independent investigation of possible violations of the Anti-Corruption Policy; and
- reporting to the Board at least quarterly on the status of Innospec’s compliance with the Anti-Corruption Policy.

III. CHIEF COMPLIANCE OFFICER

The Innospec CCO has responsibility for:

- overseeing the overall implementation of policies and procedures relating to the Anti-Corruption Policy;
- reviewing and, with the assistance of internal and external subject-matter experts, as appropriate, proposing improvements to the Anti-Corruption Policy and all related policies, procedures, and forms on an annual basis;

- reporting the results of the annual review of the Anti-Corruption Policy and all related policies, procedures, and forms to the Compliance Steering Group and the NCG Committee;
- assisting the Legal & Compliance Department, as needed, in implementing the controls set forth in the Anti-Corruption Policy;
- referring to the Legal & Compliance Department, when appropriate, any questions, reports and/or complaints the CCO receives regarding adherence to the Anti-Corruption Policy;
- reporting immediately to the Legal & Compliance Department any material violations of the Anti-Corruption Policy that appear to have occurred;
- assisting the Legal & Compliance Department in investigating possible violations of the Anti-Corruption Policy unless the NCG Committee determines that an independent investigation is warranted;
- chairing the Compliance Steering Group; and
- reporting to the NCG Committee at least quarterly on the status of Innospec's compliance with the Anti-Corruption Policy.

In carrying out the foregoing responsibilities, the CCO may utilize the assistance of qualified staff members, investigators, forensic accountants, and outside legal counsel.

IV. LEGAL & COMPLIANCE DEPARTMENT

The Innospec Legal & Compliance Department has responsibility for:

- administering on a day-to-day basis the Anti-Corruption Policy;
- advising Company personnel (as Innospec's legal counsel) on any legal issues related to compliance with the Anti-Corruption Policy;
- coordinating the anti-corruption education and training programs as required by the Anti-Corruption Policy;
- collaborating with the CCO to review and, as necessary, revise the Company's compliance policies, procedures, and forms on an annual basis;
- administering the Anti-Corruption Policy hotlines;
- remaining current on best practices in anti-corruption and corporate compliance policies and procedures;
- administering the Code of Conduct Annual Anti-Corruption Certification program;

- receiving and responding to questions, reports and/or complaints regarding adherence to the Anti-Corruption Policy, after consultation with the CCO and/or the NCG Committee where appropriate;
- reporting immediately to the CCO or, where appropriate, the NCG Committee any material violations of the Anti-Corruption Policy that appear to have occurred; and
- reporting to the NCG Committee at least quarterly on the status of the Company's compliance with the Anti-Corruption Policy and any practical issues that have arisen in connection with administration of the Anti-Corruption Policy.

The Innospec Legal & Compliance Department is authorized to communicate directly with the NCG Committee or any other non-executive director if appropriate at any time.

V. COMPLIANCE STEERING GROUP

The Compliance Steering Group comprises Innospec's Chief Compliance Officer; members of the Legal and Compliance department, including its Global Compliance Counsel; Executive Vice President and Chief Operations Officer, Fuel Specialties; President- Oilfield Services, Americas; Vice President Sales – Performance Chemicals, Americas; Director of Strategy and Business Development; Head of Business Assurance and the Director of Purchasing & Supply Chain - EMEA. The CCO, who chairs the Compliance Steering Group, reports through the NCG Committee to Innospec's Board of Directors. The Group meets bi-monthly to ensure effective implementation of the Anti-Corruption Policy and to discuss and review any business-related compliance issues. The Group approves any compliance-related procedures, controls and plans, such as the training plans, and monitors that such are being implemented. On an annual basis, the Compliance Steering Group considers and, as appropriate, escalates to the NCG Committee possible revisions to the Company's compliance policies, procedures, and forms.

VI. EXECUTIVE TEAM

The Executive Team manages Innospec's day-to-day operational activities. The Team meets on a regular basis. The Team considers and endorses, where appropriate, any compliance-related actions plans recommended by the Compliance Steering Group.

VII. BUSINESS ASSURANCE

The Innospec Business Assurance Department assists with enforcement of the Anti-Corruption Policy by routinely and regularly including in the internal audit process questions and reviews designed to test and verify compliance with the Anti-Corruption Policy and by otherwise assisting the Legal & Compliance Department with administration of the Anti-Corruption Policy as needed from time to time. Innospec Business Assurance will immediately notify the CCO, the Legal & Compliance Department, or the NCG Committee, as appropriate, when any credible indication of a failure to comply with the Anti-Corruption Policy comes to its attention.

ANNEX B RED FLAGS

Innospec Employees have an affirmative duty to remain vigilant for signs that third parties are engaged in unethical or corrupt conduct both during the due diligence process and in monitoring Representatives after the Company retains them. Employees should be especially conscious of the following corruption red flags and should raise any red flag to the Legal & Compliance Department:

1. The third party has a history of improper payment practices.
2. The transaction or the third party is in a country where there is widespread corruption.
3. The transaction or the third party is in a country that has a history of bribes and kickbacks.
4. The transaction or the third party is involved in or with an industry that has a history of anti-corruption violations.
5. The third party refuses to agree to comply with the anti-corruption laws.
6. The third party has a family or business relationship with a Government Official.
7. The third party has a poor business reputation.
8. The third party insists that its identity remain confidential or refuses to divulge the identity of its owners.
9. A government customer recommends or insists on the use of a particular intermediary or consultant.
10. The third party does not have offices or a staff.
11. The third party does not have significant experience.
12. The third party insists on unusual or suspicious contracting procedures.
13. The fee or commission to be paid to the third party is unusually high.
14. The payment mechanism to be utilized is secretive or unusual.
15. The third party submits inflated or inaccurate invoices.
16. The third party requests cash or bearer instrument payments.
17. The third party requests payment in a jurisdiction outside its home country that has no relationship to the transaction or the entities involved in the transaction.
18. The third party asks that a new customer be granted an excessive credit line.

19. The third party requests unusual bonus or special payments.
20. The third party requests an unusual advance payment.
21. The termination of a business relationship with a third party by another entity under suspicious or inadequately explained circumstances.
22. The third party relies heavily on political/government contacts to promote Innospec's interests.

ANNEX C
STANDARD CONTRACT PROVISIONS: ANTI-CORRUPTION SCHEDULE

1. Compliance with Anti-Bribery Law. The **{Third Party}** 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 of 1977, as amended from time to time (the “FCPA”), the UK Bribery Act 2010, as amended from time to time (UKBA), any other applicable anti-bribery laws or regulations, or Innospec’s Code of Ethics and associated Anti-Corruption Policy. Specifically, the **{Third Party}** 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:
 - 1.1.1. to obtain or retain any contract, business opportunity or other similar benefit to or for the use or benefit of any Government Official;
 - 1.1.1.1. to any other person where the **{Third Party}** 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 Section 1; or
 - 1.1.1.2. 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.
 - 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.
- 1.3. Definitions. For the purposes of this Section 1, the following definitions shall apply:
 - 1.3.1. 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 or controlled by any government;
 - 1.3.2. A “Government Official” is any
 - 1.3.2.1. Official, employee, or representative of any Government or state owned enterprise;

- 1.3.2.2. political party, or any Official, employee, or representative of any political party;
 - 1.3.2.3. candidate for political office;
 - 1.3.2.4. Official, employee, or representative of any international organization.
- 1.3.3. An “Affiliated Person” is any officer, director, or employee of, or owner of any beneficial interest in or with respect to, the **{Third Party}**.
- 1.3.4. A “Payment” is any monetary payment, loan, donation, gift, in-kind service, or any other thing of value, or any financial or other advantage.
2. No Government Official Employees. The **{Third Party}** represents and warrants that unless disclosed to Innospec in a separate written statement, neither **{Third Party}** nor any of its Affiliated Persons are Government Official nor have they been in the last five years. If at any time during the term of this Agreement the **{Third Party}** and/or any Affiliated Person is named, appointed, or otherwise becomes a Government Official, the **{Third Party}** will notify Company in writing within three (3) business days.
3. Facilitating Payments. **{Third Party}** 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.
4. No Anti-bribery Offences. The **{Third Party}** 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.
5. Fully Qualified and Authorized. The **{Third Party}** represents and warrants that it is fully qualified to assist Innospec and is authorized to act in the capacity contemplated by the Agreement in accordance with all applicable laws. Further, the **{Third Party}** has complied with any applicable registration and licensing requirements.
6. Immediate Disclosure by {Third Party}. The **{Third Party}** agrees to immediately inform Innospec if a possible violation by the **{Third Party}** 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 money or thing of value from the **{Third Party}**, the **{Third Party}** shall refuse such solicitation, request or extortionate demand, and immediately report the event to Innospec.
7. Innospec’s Right to Disclose. The **{Third Party}** agrees that full disclosure of information relating to a possible violation by the **{Third Party}** of applicable law, including a violation of the FCPA, UKBA, or any other applicable anti-bribery law, may be made by Innospec at any time and for any reason to the U.S. or UK Government, its agencies, and/or any other Government or non-Government party.

8. Compliance Training for the {Third Party} Personnel. The **{Third Party}** 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}** agrees to make itself available for compliance training as directed by Innospec prior to the Commencement Date and for periodic retraining and refresher training courses as directed by Innospec after the Commencement Date.
9. Certification of Non-Violation. If requested by Innospec, the **{Third Party}** warrants that its senior personnel will furnish Innospec a signed non-violation certification on an annual basis in a form similar to that set forth in the appendix to this schedule.
10. Records and Audit. The **{Third Party}** 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's}** office during normal business hours for inspection by Innospec or its designee. The **{Third Party}** 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}**, to audit compliance by the **{Third Party}** with all provisions of this Agreement including, but not limited to, provisions of this Agreement related to compliance with the FCPA, UKBA, and any other applicable anti-bribery laws. The **{Third Party}** agrees to fully cooperate with respect to any such audit or other compliance review.
11. Accuracy of Representations at All Times. The **{Third Party}** undertakes that all of the listed Representations and Warranties will remain true, accurate, and complete at all relevant times.
12. Termination. At its sole discretion, upon notification to the **{Third Party}**, Innospec may terminate this Agreement effective immediately if:
 - 12.1. Innospec makes a good faith determination that the **{Third Party}**, and/or any Affiliated Person, has breached these Representations and Warranties and/or otherwise has committed a violation of the FCPA, UKBA, and/or any other applicable anti-bribery laws; OR
 - 12.2. the **{Third Party}** and/or any Affiliated Person has been named, appointed, or otherwise becomes a Government Official, ; OR
 - 12.3. **{Third Party}** fails or refuses to promptly furnish the anti-bribery non-violation certification referenced in Section 8 above.

Certification of Non-Violation

In carrying out **[insert Company name]** (the “Company”) responsibilities for Innospec under **[that/those]** certain **[insert date of Agreement]** **[Distribution/Agency Agreement]**, **[respectively and]** as **[each]** has 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 and/or its 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, has or will, directly or indirectly, made or will make, offered or will offer, authorized or will authorize, promised to make or will promise to make, received or will receive any Payment to obtain or retain any contract, business opportunity or other similar benefit or any Payment to or for the use or benefit of any Government Official. I understand the term Payment means any monetary payment, loan, donation, gift, in-kind service, any other thing of value, or any financial or other advantage.

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

Scope

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

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

Does the FCPA also apply to non-U.S. citizens and to activities outside of the United States?

Yes. The FCPA particularly targets illegal activities outside the United States. Individuals may be subject to U.S. jurisdiction with regard to the FCPA because they are employees of Innospec, which is subject to the FCPA. 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 an 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 U.S. and U.K. Anti-Corruption Laws relate to bribing Government Officials, does this mean 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 7: “A director, officer, contract employee, employee or Representative must not offer, promise, give or receive bribes, financial advantage or other payments which are intended to influence any act or business decision, secure any improper advantage or compromise independent judgment; must not offer, promise or give money, services or gifts in order to obtain or retain business for the Company, and must not receive money, services or gifts for having given Company business to an individual or organisation.” For guidance on hospitality and gift-giving among private company employees, refer to the Innospec *Gifts, Hospitality, Charitable Contributions, and Sponsorships Policy* available on the Company’s Intranet.

Government Official

Could payments to employees of a State-Owned Enterprise violate the U.S. and U.K. Anti-Corruption Laws?

Yes. As set forth in the PROHIBITION OF BRIBERY section above, payments to employees of state-owned companies may violate the U.S. and U.K. Anti-Corruption Laws and Innospec's Anti-Corruption Policy. U.S. and U.K. anti-corruption regulators take the position that employees of State-Owned Enterprises are Government Officials of the governments that own the State-Owned Enterprises. Importantly, the 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 a specific State-Owned Enterprise, please call the Legal & Compliance Department.

Could payments to family members, friends, or other individuals associated with a Government Official violate the U.S. and U.K. Anti-Corruption Laws?

Yes. Offering, promising, or giving any Thing of Value directly or indirectly to a Government Official may violate the U.S. and U.K. Anti-Corruption Laws and Innospec's Anti-Corruption Policy. See PROHIBITION OF BRIBERY, above. Making offers, promises, or gifts 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 offers, gifts, or promises to those close to the Government Official.

Due Diligence

Why do I need to provide certain information in the Due Diligence Questionnaire such as banking details when other Innospec departments already have that information?

It is very important for Innospec that there is a complete, written file containing the due diligence conducted by the business manager responsible for the relationship. Information provided over the telephone or maintained in a different department (such as banking details) may not be consistent with the process developed to protect Innospec. Innospec also cross-references the information in the Questionnaire with information maintained by other Innospec departments to ensure consistency.

Where did the Corruption Perception Index come from and how often is it updated?

Innospec refers to the Corruption Perceptions Index ("CPI"), developed by the non-governmental organization called Transparency International. This is a widely cited source for corruption risk evaluation (see http://www.transparency.org/policy_research/surveys_indices/cpi). The CPI is updated annually.

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 the U.S. and U.K. Anti-Corruption Laws if a distributor makes an improper payment, Innospec knew of or was aware of a high probability of the improper

payment, and Innospec did not make appropriate efforts to prevent it from happening. For example, in a 2004 enforcement action, U.S. regulators charged a company with FCPA violations when it knew of or was aware of a high probability that its distributors were making improper payments to sell the company's products. Similarly, guidance from the U.K. Ministry of Justice cautions companies that the UKBA covers the whole range of persons connected to a company that could commit bribery 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 in a position to "assist in obtaining or retaining business," a key element under the U.S. and U.K. Anti-Corruption Laws. Innospec must 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. In both cases, the risks of an U.S. and U.K. Anti-Corruption Laws concern are heightened because of this candidate's proximity to a Government Official, and you should consult with the Legal & Compliance Department about the best way to proceed.

What should I do if I have a suspicion that a third party working with Innospec is engaged in corruption?

It is a violation of this Anti-Corruption Policy to intentionally disregard, or to be willfully blind to, the making or offering of an improper payment. 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 consciously and intentionally avoided confirming that fact so that he or she could deny knowledge. The so-called "head in the sand" defense will not protect Employees or Innospec from corruption charges. Accordingly, as explained in the *Reporting* section of this Anti-Corruption Policy, Employees who know of or suspect a potential violation of any provision of this Anti-Corruption Policy or applicable anti-corruption laws should report those concerns pursuant to Innospec's Reporting Corporate Governance Concerns procedures.

Business with Government Entities

May Innospec conduct business with Government Entities?

Yes. The U.S. and U.K. Anti-Corruption Laws do not prevent Innospec from engaging in legitimate business transactions with Government entities, such as contracting for the delivery of various goods and services. The U.S. and U.K. Anti-Corruption Laws are focused on corrupt payments to individual Government Official that are made in order to unfairly gain business opportunities. Innospec, however, must be very vigilant in supervising these relationships and gaining assurances that the Government Official will comply with the U.S. and U.K. Anti-Corruption Laws. Innospec may not enter into agreements with such entities or persons without completing the due diligence process and obtaining a review and written approval from the Legal & Compliance Department.

Facilitation Payments

Is even a small facilitating (or “grease”) payment prohibited by the Anti-Corruption Laws?

Yes. Even a very small payment, if made for the wrong thing or in the wrong way, can violate the U.S. and U.K. Anti-Corruption Laws. For this reason Innospec’s Anti-Corruption Policy prohibits all such “facilitating payments” except under in very narrow circumstances implicating personal health or safety or with the express permission of the Legal & Compliance Department.

Violations

Is Innospec liable for the acts of its third-party Representatives?

Yes. Innospec may be liable for bribes made by both its U.S. and non-U.S. Representatives or other parties acting on its behalf, if Innospec had prior knowledge of or should reasonably have known about the bribes. If the circumstances indicate that Innospec “turned a blind eye” to conduct that violates the anti-bribery provisions of the U.S. and U.K. Anti-Corruption Laws, Innospec is deemed to have knowledge of the unlawful conduct. All Employees have a duty to inquire when circumstances raise “red flags.”