U.S. Department of Justice

Criminal Division

September 28, 2023

Courtney Trombly
King & Spalding LLP
1700 Pennsylvania Avenue, NW
Suite 900
Washington, D.C. 20006

William Barry
Miller & Chevalier
900 16th Street NW
Black Lives Matter Plaza
Washington, D.C. 20006

Re: Albemarle Corporation

Dear Ms. Trombly and Mr. Barry:

1. The United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (together, the "Offices") and Albemarle Corporation (the "Company"), a corporation organized under the laws of Virginia and headquartered in North Carolina, pursuant to the authority granted by its Board of Directors, enter into this Non-Prosecution Agreement ("Agreement"). On the understandings specified below, the Offices will not criminally prosecute the Company for any crimes (except for criminal tax violations, as to which the Offices do not make any agreement) relating to any of the conduct described in the Statement of Facts attached hereto as Attachment A. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement.

2. The Offices enter into this Non-Prosecution Agreement based on the individual facts and circumstances presented by this case and the Company, including:

   (a) the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company's participation in a bribery scheme to obtain business in Vietnam, Indonesia, and India;

   (b) the Company voluntarily disclosed to the Offices conduct that forms the basis for this Agreement; however, the disclosure was not "reasonably prompt" as defined in the Criminal Division Corporate Enforcement and Voluntary Self-Disclosure

Policy and the U.S. Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 8C2.5(g)(1). The Company learned of allegations regarding possible misconduct in Vietnam approximately 16 months before disclosing to the Offices. After an internal investigation, the Company gathered evidence demonstrating the potential misconduct at least approximately nine months prior to the disclosure. The Company took remedial action and continued to investigate other potential issues. In January 2018, the Company disclosed to the Fraud Section misconduct relating to four separate geographies, including Vietnam. Hence, the disclosure was not within a reasonably prompt time after becoming aware of the misconduct in Vietnam. Although the Company did not meet the standard for voluntary self-disclosure under the Criminal Division Corporate Enforcement and Voluntary Self-Disclosure Policy, the Offices gave significant weight, in evaluating the appropriate disposition of this matter—including the appropriate form of the resolution and the reduction for cooperation and remediation—to the Company's voluntary, even if untimely, disclosure of the misconduct;

(c) the Company received credit for its cooperation with the Offices' investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with their investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its substantial cooperation and extensive and timely remediation pursuant to Criminal Division Corporate Enforcement and Voluntary Self-Disclosure Policy, by, among other things: (i) voluntarily disclosing the conduct that forms the basis for this Agreement before it came to the attention of the Offices; (ii) promptly providing information obtained through its internal investigation, which allowed the government to preserve and obtain evidence as part of its own extensive independent investigation; (iii) making regular and detailed presentations to the Offices; (iv) proactively identifying information previously unknown to the Offices; (v) meeting the Offices' requests promptly; (vi) voluntarily making foreign-based employees available for interviews in the United States; (vii) collecting and producing voluminous relevant documents and translations to the Offices, including documents located outside the United States; and (viii) producing documents to the Offices from foreign countries in ways that did not implicate foreign data privacy laws;

(d) the Company provided to the Offices all relevant facts known to it, including information about the individuals involved in the conduct described in the Statement of Facts attached hereto as Attachment A and conduct disclosed to the Offices prior to the Agreement;

(e) the Company also received credit pursuant to the Criminal Division Corporate Enforcement and Voluntary Self-Disclosure Policy because it engaged in extensive and timely remedial measures, including: (i) commencing remedial measures based on its internal investigation of the misconduct prior to the commencement of the Offices' investigation; (ii) disciplining employees involved in the misconduct, including terminating eleven employees and withholding bonuses from sixteen employees; (iii) strengthening its anti-corruption compliance program by investing

in compliance resources, expanding its compliance function with experienced and qualified personnel, and taking steps to embed compliance and ethical values at all levels of its business organization; (iv) transforming its business model and risk management process to reduce corruption risk in its operation and to embed compliance in the business, including implementing a go-to-market strategy that resulted in eliminating the use of sales agents throughout the Company, terminating hundreds of other third-party sales representatives, such as distributors and resellers, and shifting to a direct sales business model; (v) providing extensive training to its sales team and restructuring compensation and incentives so that compensation is no longer tied to sales amounts; (vi) using data analytics to monitor and measure its compliance program's effectiveness; and (vii) engaging in continuous testing, monitoring and improvement of all aspects of its compliance program beginning almost immediately following the identification of misconduct.

(f) the Company withheld bonuses totaling $763,453 during the course of its internal investigation from employees who engaged in suspected wrongdoing in connection with the conduct under investigation, or who both (a) had supervisory authority over the employee(s) or business area engaged in the misconduct and (b) knew of, or were willfully blind to, the misconduct, qualifying the Company for an additional fine reduction in the amount of the withheld bonuses under the Criminal Division's March 2023 Compensation Incentives and Clawbacks Pilot Program ("Pilot Program");

(g) the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement;

(h) the Company has some limited history of prior civil and regulatory actions, including environmental and workplace safety matters, but no prior criminal history;

(i) the Company's agreement to resolve concurrently an investigation by the U.S. Securities and Exchange Commission ("SEC") relating to the conduct described in the attached Statement of Facts through a cease-and-desist proceeding, and agreeing to pay $103,618,310 in disgorgement and prejudgment interest;

(j) the Company has agreed to continue to cooperate with the Offices in any ongoing investigation of the conduct of the Company and its officers, directors, employees, agents, business partners, and consultants relating to violations of the FCPA; and

(k) based on the Company's remediation and the state of its compliance program, and the Company's agreement to report to the Offices as set forth in Attachment D to this Agreement, the Offices determined that an independent compliance monitor is unnecessary.

3. Accordingly, after considering (a) through (k) in paragraph 2 above, the Offices have determined that the appropriate resolution of this case is a non-prosecution agreement with the Company; payment by the Company in the amount of a $98,236,547 criminal monetary penalty, which reflects a discount of 45 percent off the bottom of the otherwise-applicable U.S. Sentencing Guidelines fine range and an additional discount of $763,453 under the Pilot Program, and $98,511,669 in forfeiture, which, as described below in paragraph 10, will be credited, in large part, against disgorgement of ill-gotten profits that the Company pays to the SEC in a concurrent resolution.

4. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as set forth in the attached Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. The Company also admits, accepts, and acknowledges that the facts described in Attachment A constitute a violation of law, specifically an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-1. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts attached hereto as Attachment A. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release.

5. The Company's obligations under this Agreement shall have a term of three years from the date on which the Agreement is executed (the "Term"). The Company agrees, however, that, in the event the Offices determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Offices' right to proceed as provided in the breach provisions of this Agreement below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Offices finds, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

6. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices at any time during the Term, subject to applicable law and regulations, including data privacy and national security laws, until the later of the date

upon which all investigations and prosecutions arising out of such conduct are concluded, or the Term. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices at any time during the Term. The Company agrees that its cooperation shall include, but not be limited to, the following:

(a) The Company represents that it has truthfully disclosed all factual information with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Offices at any time about which the Company has any knowledge and that it shall promptly and truthfully disclose all factual information with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company shall gain any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company including evidence that is responsive to any requests made prior to the execution of this Agreement.

(b) Upon request of the Offices, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

(c) The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

(d) With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

7. In addition, during the Term, should the Company learn of evidence or allegations of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegations to the Offices. No later than thirty days after the expiration of the Term of this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Department, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001.

8. The Company represents that it has implemented and will continue to implement a compliance and ethics program that meets, at a minimum, the elements set forth in Attachment C, which is incorporated by reference into this Agreement. Such program must be designed to prevent and detect violations of the FCPA throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption. In addition, the Company agrees that it will report to the Offices annually during the Term of the Agreement regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D. Thirty days prior to the expiration of the Term, the Company, by its Chief Executive Officer and Chief Compliance Officer, will certify to the Offices, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement.

9. In order to address any deficiencies in its internal controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of their obligations under this Agreement, a review of their existing internal controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to modify its existing compliance program to ensure that it maintains a rigorous compliance program that incorporates relevant internal controls, as well as policies and procedures, designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. In addition, the Company agrees that it will report to the Offices annually during the Term of the Agreement regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

10. The Company agrees to pay a monetary penalty in the amount of $98,236,547 to the United States Treasury no later than ten business days after the Agreement is fully executed. The Company further agrees that, as a result of the Company's conduct, including the conduct set forth in the attached Statement of Facts, the Offices could institute a civil and/or criminal forfeiture action against certain funds held by the Company and that such funds would be forfeitable to the United States pursuant to Title 18, United States Code, Section

981(a)(1)(C) and 982(a)(2) and Title 28, United States Code, Section 2461(c). The Company hereby admits that the facts set forth in the Statement of Facts establish that at least $98,511,669, representing the proceeds traceable to the commission of the offense, is forfeitable to the United States (the "Forfeiture Amount"). The Company releases any and all claims it may have to the Forfeiture Amount, agrees that the forfeiture of such funds may be accomplished either administratively or judicially at the Offices' election, and waives the requirements of any applicable laws, rules or regulations governing the forfeiture of assets, including notice of the forfeiture. If the Offices seek to forfeit the Forfeiture Amount judicially or administratively, the Company consents to entry of an order of forfeiture or declaration of forfeiture directed to such funds and waives any defense it may have under Title 18, United States Code, Sections 981-984, including but not limited to notice, statute of limitations, and venue. The Company agrees to sign any additional documents necessary to complete forfeiture of the Forfeiture Amount. The Company also agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Amount, or any other action or motion seeking to collaterally attach the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions. The Offices agree that illicit proceeds disgorged by the Company in connection with the concurrent resolution with the SEC shall be credited against the Forfeiture Amount in the amount of $81,856,863 (the "Forfeiture Credit Amount").

11. The Company agrees to pay $16,654,806, i.e., the Forfeiture Amount less the Forfeiture Credit Amount, to the United States Treasury no later than ten business days after the Agreement is fully executed, provided that the Company pays the Forfeiture Credit Amount to the SEC in connection with the Company's concurrent resolution with the SEC. Should any amount of the Forfeiture Credit Amount not be paid to the SEC in connection with the Company's resolution with the SEC, the Company agrees that it shall make a payment of any remaining unpaid portion of the Forfeiture Credit Amount by wire transfer pursuant to instructions provided by the Offices no later than 10 days after one year from the date of the Agreement. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of this criminal monetary penalty or forfeiture amount. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in Attachment A.

12. Any portion of the Forfeiture Amount that is paid is final and shall not be refunded should the Offices later determine that the Company has breached this Agreement and commence a prosecution against the Company. In the event of a breach of this Agreement and subsequent prosecution, the Offices are not limited to the Forfeiture Amount. The Offices agree that in the event of a subsequent breach and prosecution, they will recommend to the Court that the amounts paid pursuant to this Agreement be offset against whatever forfeiture the Court shall impose as part of its judgment. The Company understands that such a recommendation will not be binding on the Court.

13. The Offices agree, except as provided herein, that they will not bring any criminal or civil case against the Company relating to any of the conduct described in the Statement of Facts, attached hereto as Attachment A. The Offices, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

14. If, during the Term of this Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in this Agreement; (d) fails to implement a compliance program as set forth in this Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term of the Agreement is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the conduct described in the attached Statement of Facts, which may be pursued by the Offices in the U.S. District Court for the Western District of North Carolina or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

15. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the Offices in writing to explain the

nature and circumstances of the breach, as well as the actions the Company has taken to address and remediate the situation, which the Offices shall consider in determining whether to pursue prosecution of the Company.

16. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Offices.

17. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of the Agreement, it undertakes any change in corporate form, including if it sells, merges, or transfers a substantial portion of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

18. Any purchaser or successor in interest must also agree in writing that the Offices' ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Offices at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Offices shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. In addition, if at any time during the Term of the Agreement the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Offices may deem it a breach of this Agreement pursuant to the breach provisions of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Offices.

19. This Agreement is binding on the Company and the Offices but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its present or former parents or subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its present or former parents or subsidiaries.

20. It is further understood that the Company and the Offices may disclose this Agreement to the public.

21. This Agreement sets forth all the terms of the agreement between the Company and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company, and a duly authorized representative of the Company.

Sincerely,

Glenn S. Leon
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 9/28/23

BY: _____
Katherine Raut
Trial Attorney

Dena J. King
United States Attorney
Western District of North Carolina

Date: 9/28/2023

BY: _____
Daniel Ryan
Assistant United States Attorney

AGREED AND CONSENTED TO:

Albemarle Corporation

Date: 09/28/2023 BY: _____

Kristin Coleman
Executive Vice President, General Counsel
& Corporate Secretary
Albemarle Corporation

Date: 09/28/2023 BY: _____

Courtney D. Trombly
M. Alexander (Alec) Koch
Kathleen A. Sacks
Lauren O. Konczos
King & Spalding LLP

Date: 09/28/2023 BY: _____

William Barry
Miller & Chevalier Chartered

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (the "Offices"), and Albemarle Corporation ("Albemarle Corp." or, collectively with its subsidiaries, "Albemarle" or the "Company"). Albemarle Corp. hereby agrees and stipulates that the following information is true and accurate. Albemarle Corp. admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below:

Relevant Entities and Individuals

1. Albemarle Corp. was at all times relevant to the conduct described in this Statement of Facts a specialty chemicals manufacturing company headquartered in Charlotte, North Carolina with operations in approximately 70 countries. During the relevant time period, Albemarle Corp. was organized globally into three global business units ("GBUs"): Lithium, Bromine, and Catalysts. Albemarle Corp.'s subsidiaries were characterized as regional offices. Albemarle Corp.'s shares were publicly traded on the New York Stock Exchange, and Albemarle Corp. therefore was an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1, *et seq*.

2. One business line of the Catalyst GBU was known as Refining Solutions, which provided chemical catalysts that are added to crude oil at a refinery to create specific oil products for the customer. Albemarle sold Refining Solutions products to between 600 and 700 refineries worldwide, including in Vietnam, Indonesia, and India. Albemarle engaged third-party sales

agents to assist with sales and interactions with customers. Third-party sales agents were paid a commission based on a percentage of sales. An Albemarle Corp. executive in the United States was part of an approval chain for agent contracts and commissions worldwide, including for agents retained by Albemarle Corp.'s regional subsidiaries.

3. "Albemarle Vietnam Sales Representative," an individual whose identity is known to the Offices and the Company, was an Albemarle Refinery Solutions sales representative in the Asia Pacific region and was an "agent" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. "Albemarle Sales Director," an individual whose identity is known to the Offices and the Company, was Albemarle Vietnam Sales Representative's supervisor and a Refining Solutions sales director responsible for the Asia Pacific region. Albemarle Sales Director was an "agent" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. "Albemarle Regional Sales Director," an individual whose identity is known to the Offices and the Company, was Albemarle Sales Director's supervisor and a Refining Solutions regional sales director responsible for Europe, Asia Pacific, and the Middle East. Albemarle Regional Sales Director was an "agent" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

6. "Albemarle Regional Sales Manager," an individual whose identity is known to the Offices and the Company, was a regional sales manager based in Albemarle's Dubai regional office. Albemarle Regional Sales Manager was an "agent" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

7. "Albemarle Senior Sales Manager," an individual whose identity is known to the Offices and the Company, was a Refining Solutions senior sales manager for the Asia Pacific region. Albemarle Senior Sales Manager was an "agent" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

8. "Albemarle Vice President," an individual whose identity is known to the Offices and the Company, was a United States-based Albemarle Corp. executive with oversight over Albemarle sales personnel and marketing, including third-party sales representative contracts. Albemarle Vice President was an "employee" and an "agent" of an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

9. The Vietnam Oil and Gas Group, which did business as PetroVietnam, was a Vietnamese state-owned and state-controlled oil company that operated to explore, produce, process, and distribute oil and gas resources. PetroVietnam was controlled by the government of Vietnam and performed government functions. PetroVietnam was an "instrumentality" of a foreign government, and PetroVietnam's officers and employees were "foreign officials," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

10. "PetroVietnam Official," an individual whose identity is known to the Offices and the Company, was a PetroVietnam official at the Binh Son Refining and Petrochemical Co., Ltd. refinery ("BSR"), a state-owned refinery managed by PetroVietnam. PetroVietnam Official was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

11. "Vietnam Intermediary Company," an entity the identity of which is known to the Offices and the Company, was a Vietnam-based company that served as a sales agent for Albemarle in or about and between 2012 and 2017. Vietnam Intermediary Company

was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

12. "Vietnam Intermediary," an individual whose identity is known to the Offices and the Company, owned and operated Vietnam Intermediary Company. Vietnam Intermediary was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

13. PT Pertamina ("Pertamina") was an Indonesian state-owned and state-controlled oil company that operated to explore, produce, process, and distribute oil and gas resources. Pertamina was controlled by the government of Indonesia and performed government functions. Pertamina was an "instrumentality" of a foreign government, and Pertamina's officers and employees were "foreign officials," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

14. "Pertamina Official," an individual whose identity is known to the Offices and the Company, was a Pertamina refinery official. PetroVietnam Official was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

15. "Indonesia Intermediary Company," an entity the identity of which is known to the Offices and the Company, was an Indonesia-based company that served as a sales agent for Albemarle in or about and between 2012 and 2015. Indonesia Intermediary Company was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

16. Indian Oil Corporation Limited ("IOCL") was an Indian state-owned and state-controlled oil company that operated to explore, produce, process, and distribute oil and gas

resources. IOCL was controlled by the government of India and performed government functions. IOCL was an "instrumentality" of a foreign government, and IOCL's officers and employees were "foreign officials," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

17. "IOCL Official," an individual whose identity is known to the Offices and the Company, was an IOCL refinery official. IOCL Official was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

18. "India Intermediary Company," an entity the identity of which is known to the Offices and the Company, was an India-based company that served as a sales agent for Albemarle in or about and between 2009 and 2011 relating to Albemarle's IOCL business, and until approximately 2017 relating to other Albemarle business. India Intermediary Company was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

19. "India Intermediary," an individual whose identity is known to the Offices and the Company, was an executive of India Intermediary Company. India Intermediary was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

The Bribery Scheme

20. As detailed below, between in or around 2009 and 2017, Albemarle, through its third-party sales agents and subsidiary employees, engaged in a conspiracy to pay bribes to government officials to obtain and retain catalyst business with state-owned oil refineries in three countries—Vietnam, Indonesia, and India—obtaining profits of approximately $98.5 million as a result.

Vietnam

21. Albemarle corruptly obtained contracts at two state-owned oil refineries in Vietnam through the use of an intermediary sales agent who requested increased commissions to pay bribes to PetroVietnam and refinery officials and to structure tender requirements to favor Albemarle.

A. BSR Contracts

22. In or around 2012, Albemarle participated in a tender to win catalyst business with BSR, a state-owned refinery managed by PetroVietnam. Prior to 2012, Albemarle had not won any catalyst business in Vietnam.

23. Before the 2012 BSR tender, Albemarle was required to undergo a "trial test" to assess how its catalysts would work with the refinery's oil.

24. In or around May 2012, in connection with its effort to obtain BSR business, Albemarle agreed to pay a 4.25 percent commission to Vietnam Intermediary Company to act as its agent in Vietnam. The contract between Albemarle Singapore and Vietnam Intermediary Company was approved by employees of Albemarle Corp.

25. Albemarle hired Vietnam Intermediary Company because of Vietnam Intermediary's connections with BSR officials and promise to obtain a trial test and the resulting sales contract for the Company.

26. Leading up to the BSR tender, Vietnam Intermediary provided Albemarle access to Vietnam Intermediary's "friend," PetroVietnam Official. For example, on or about November 9, 2012, Albemarle Vietnam Sales Representative sent an email to other Albemarle personnel, including Albemarle Sales Director, confirming that Vietnam Intermediary would transmit Albemarle's request to meet with PetroVietnam Official. In the email, Albemarle Vietnam Sales

Representative reminded the other Albemarle personnel of Vietnam Intermediary's instruction "not to mention" PetroVietnam Official by name over email, and instead refer to him as "just 'His Friend.'" Another Albemarle Singapore employee responded, "[H]ope 'his friend' can help us get this business."

27. On or about December 19, 2012, Albemarle Vietnam Sales Representative sent an email to Albemarle Sales Director and five others at Albemarle regarding a meeting Albemarle Sales Director and others had at BSR. In the email, Albemarle Vietnam Sales Representative also stated that Vietnam Intermediary "needs to take care of" another BSR official.

28. In or around January 2013, Vietnam Intermediary requested that Albemarle increase Vietnam Intermediary Company's commission from 4.25 percent to "4.25% + 4% extra," which he told Albemarle Vietnam Sales Representative would be used to "settle down" PetroVietnam officials and to "contribute to his friends." Albemarle Vietnam Sales Representative sent this information – including Vietnam Intermediary's warning that "if ALB could not provide such extra 4% commission," Albemarle's competitor that had the business before Albemarle "will be kept in BSR still" – to four Albemarle sales employees who were pursuing the Company's first business in Vietnam.

29. On or about February 8, 2013, Vietnam Intermediary sent an email to the personal email account of Albemarle Vietnam Sales Representative, stating, "I have received strong message from our friend that the total commission must be fix [*sic*] at 7%" and that it did not matter how the commission was allocated, only the total amount, adding, "Please find the way to add to somewhere." After internal discussions, Albemarle Vietnam Sales Representative responded to Vietnam Intermediary that Albemarle could not pay more than a 4.25 percent commission.

30. On or about March 4, 2013, Vietnam Intermediary again sent an email to the personal email account of Albemarle Vietnam Sales Representative with the subject line "Follow up of our previous discussion," stating, "You are [str]ongly recommended that our commission must reach to 7% or our friend cannot secure the order after trial test. Please [note] that [Albemarle's competitor] offer to their agent the same amount."

31. On or about May 20, 2014, Vietnam Intermediary sent an email to Albemarle Vietnam Sales Representative and Albemarle Sales Director regarding Vietnam Intermediary's efforts to secure a long-term BSR contract for Albemarle. Vietnam Intermediary requested an increased commission "to win the job, keep BSR continue to use Albemarle catalyst," and stated, "we must work hard, meet many people from low level to high level people with too much expense and marketing fee." Vietnam Intermediary stated that "so far" BSR had agreed to sign a contract until the end of 2014 and that to "convince them" to sign for a year, Vietnam Intermediary needed "support from your side to increase our commission to 10%."

32. In an email exchange the following day, on or about May 21, 2014, Albemarle Vietnam Sales Representative, Albemarle Sales Director, and Albemarle Regional Sales Director discussed Albemarle's competitor "and their friends" trying to secure a new trial at the BSR refinery where Albemarle was then the contractor providing the catalyst. Albemarle Regional Sales Director asked whether the possible trial was due to an ash problem with Albemarle's product or due to "commission level" or "just a fight within BSR." Albemarle Vietnam Sales Representative and Albemarle Regional Sales Director then discussed whether and when to raise Vietnam Intermediary Company's commission from 4.25 percent to seven percent.

33. On or about May 22, 2014, Albemarle Regional Sales Director emailed an Albemarle vice president in Belgium seeking approval of the Vietnam Intermediary Company

commission increase. In the email, Albemarle Regional Sales Director stated, "it is clear that ash problem is more a way to keep high attention from Albemarle and [Albemarle's competitor]." In his response, the Albemarle vice president wrote, "If [an Albemarle global business director] agrees to pay that amount of money (which I would never do) then I will not object," but cautioned that "if just commission increases and job for us remains the same then you have an issue…" Albemarle ultimately agreed to increase Vietnam Intermediary Company's commission from 4.25 percent to 6.5 percent.

34. After increasing Vietnam Intermediary Company's commission rate from 4.25 percent to 6.5 percent, in or around 2015 and 2016, Albemarle also increased commissions it paid to Vietnam Intermediary Company by expanding the scope of products with which Vietnam Intermediary Company assisted. For example, on or about January 25, 2016, Albemarle Vietnam Sales Representative sent an email to Vietnam Intermediary, copying Albemarle Sales Director, regarding "BSR – Lon[g]term Contract opportunity," proposing a way to pay more to Vietnam Intermediary that would ostensibly not run afoul of compliance requirements and would avoid additional reviews and approvals by adjusting aspects of freight forwarding costs.

35. With the help of Vietnam Intermediary Company, Albemarle obtained business with BSR, including the trial test beginning in or around April 2013, followed by two sales contracts and three addenda, continuing until in or around May 2017.

B. <u>NSRP Contract</u>

36. In 2016, Albemarle also used Vietnam Intermediary Company and its connections to PetroVietnam officials to corruptly obtain business at another state-owned refinery in Vietnam, Nghi Son Refinery and Petrochemicals LLC ("NSRP").

37. NSRP was owned by a joint venture that included, among others, PetroVietnam and Kuwait Petroleum International, also a state-owned entity.

38. In an email exchange on or about September 25, 2015, Albemarle Vietnam Sales Representative, Albemarle Sales Director, Albemarle Regional Sales Director, and an Albemarle global business director discussed to which NSRP officials Vietnam Intermediary had access.

39. On or about July 5, 2016, Vietnam Intermediary sent an email to Albemarle Vietnam Sales Representative, copying Albemarle Sales Director and two other Refining Solutions employees, regarding "NSRP Approach," stating, "Please let me know what commercial and technical thing that [Albemarle's competitor] cannot meet ? (reference, customer list . . . .) pls advise me by today then I can work out with my friend to add to [the bid solicitation]. The official [bid solicitation] will be issued end of this week or earlier next week."

40. In an email discussion of the NSRP tender on or about July 21, 2016, Albemarle Sales Director, copying six other Refining Solutions employees, reminded Albemarle Vietnam Sales Representative of the importance of "mak[ing] it very clear to [Vietnam Intermediary] (& his friend)" what specific changes Albemarle wanted in the tender criteria.

41. According to an employee of Albemarle's competitor, an NSRP official solicited a bribe from the competitor and informed the competitor's employee that Albemarle was paying an above-market commission of six percent to Vietnam Intermediary Company, two percent of which Vietnam Intermediary Company offered to the NSRP official. Prior to Albemarle winning the NSRP bid, Vietnam Intermediary informed Albemarle Vietnam Sales Representative that Vietnam Intermediary had won the support of this NSRP official.

42. With the help of Vietnam Intermediary Company, Albemarle obtained a sales contract with NSRP, which was in place from approximately October 2016 until June 2019.

43. Albemarle paid Vietnam Intermediary Company approximately $3.5 million in commissions related to the BSR and NSRP business between approximately 2013 and 2017 and obtained profits of approximately $69.25 million on that business.

44. In or around April 2017, after learning of bribery allegations, Albemarle terminated its relationship with Vietnam Intermediary Company.

Indonesia

45. Albemarle also used a third-party intermediary to corruptly obtain catalyst business with Indonesia's state-owned oil company Pertamina, despite that third-party intermediary informing Albemarle that it was necessary to pay bribes to Pertamina officials to obtain business.

46. In or around 2012, following a change in leadership at Pertamina, Albemarle engaged Indonesia Intermediary Company to act as its local agent in return for four percent commission on sales to Pertamina. According to an Albemarle memorandum, Albemarle decided to replace its third-party agent in Indonesia at the "strong[] request[]" of Pertamina Official, the "big boss" of Pertamina, because the president of the new third-party agent was a close friend of Pertamina Official, despite the fact that the third-party agent was a small company and posed a "medium" risk.

47. On or about December 14, 2012, Albemarle Senior Sales Manager sent an email to Albemarle Regional Sales Director, copying Albemarle Sales Director and another Albemarle sales representative, notifying Albemarle Regional Sales Director in advance of a trip to Indonesia that Pertamina Official was "close to the owner of [Indonesia Intermediary Company] and will be influential in decisions once his people are in place."

48. In or around November or December 2012, Indonesia Intermediary Company paid bribes to Pertamina officials to obtain samples of a competitor's product, which Albemarle used

to craft its bids and improve its product. Albemarle Senior Sales Manager learned from Indonesia Intermediary Company that Indonesia Intermediary Company had paid these bribes, but did not report this to Albemarle's compliance function and did not consider terminating Albemarle's relationship with Indonesia Intermediary Company.

49. On or about December 16, 2012, Albemarle Senior Sales Manager sent an email to five Refinery Solutions sales colleagues, including Albemarle Regional Sales Director and Albemarle Sales Director, regarding how to "thwart" Albemarle's competitor. In the email, Albemarle Senior Sales Manager stated that the competitor samples Indonesia Intermediary Company had obtained were "unofficial, meaning that only selected and trusted Pertamina employees were aware that the samples had been taken and released to" Indonesia Intermediary Company.

50. On or about December 24, 2012, an Indonesia Intermediary Company employee cautioned Albemarle personnel that to include in Albemarle's bid to Pertamina a comparison of Albemarle's proposed catalyst to the competitor's catalyst (of which the samples had been obtained) was "way too obvious showing our dirty job."

51. On or about February 1, 2013, an Albemarle Singapore sales representative emailed Albemarle Senior Sales Manager regarding outreach from Indonesia Intermediary Company trying to reach Albemarle Senior Sales Manager "or one of ALB people who can make the decision on pricing or commission fee." The email explained that, according to Indonesia Intermediary Company, the reason Albemarle's competitor had maintained the catalyst business at a Pertamina refinery for so many years was "not mainly the catalyst performance itself but it is because of strong relationship between [Albemarle's competitor] and some Pertamina guys. [Albemarle's competitor] provides some personnel benefits to them." According to the email, Indonesia

Intermediary Company indicated that it wanted to discuss with Albemarle Senior Sales Manager "how we can manage this situation and beat [Albemarle's competitor] at Pertamina."

52. Days later, on or about February 6, 2013, Indonesia Intermediary Company asked Albemarle to increase its commission from four percent to ten percent so Indonesia Intermediary Company could pay bribes to Pertamina officials. The request was made during a meeting at Albemarle's Singapore office and was attended by, among others, a close relative of Pertamina Official, who purportedly was a director of Indonesia Intermediary Company.

53. In response to the request at the meeting, Albemarle personnel told Indonesia Intermediary Company that they refused to increase the commission and that no bribes should be paid per Albemarle policy, but maintained its relationship with Indonesia Intermediary Company and never reported the conversation to Albemarle legal, compliance, or supervisory personnel. Albemarle Senior Sales Manager was aware that Indonesia Intermediary Company paid "tips" to Pertamina officials, but directed that such category not be listed in expenses that Indonesia Intermediary Company charged to Albemarle. Albemarle continued to receive inside information on the bidding process from Indonesia Intermediary Company.

54. Albemarle paid Indonesia Intermediary Company commissions and other fees totaling approximately $1.28 million. A portion of that money was then paid by Indonesia Intermediary Company to the close relative of Pertamina Official.

55. Albemarle won two purchase orders for trial tests with Pertamina in or around April 2013 and June 2014, while Pertamina Official was in place, on which Albemarle obtained profits of approximately $18.1 million.

56. Following another change in leadership at Pertamina in or around 2015, Albemarle terminated its relationship with Indonesia Intermediary Company.

India

57. Albemarle used a third-party intermediary to corruptly retain catalyst business with India's state-owned oil company, IOCL, by avoiding Albemarle being blacklisted.

58. On or about May 14, 2009, India Intermediary, which had no prior relationship or contact with Albemarle, sent a "most urgent" email to Albemarle Regional Sales Manager stating that it was aware that Albemarle had been sent a letter from IOCL asking why Albemarle should not be "sent on Holiday list. You may be required to supply six months catalyst free of cost." India Intermediary further stated in the email that "[w]e can definitely help you to come out of this situation and get the orders for you in the refineries."

59. On or about May 27, 2009, India Intermediary sent another email to Albemarle Regional Sales Manager labeled as "for your eyes only," stating that it had learned that IOCL had issued a letter to Albemarle that day notifying Albemarle it would be put on the "Holiday list" for at least one year. India Intermediary again offered its assistance in getting Albemarle "removed from Holiday list."

60. On or about May 28, 2009, Albemarle Regional Sales Manager sent an email to Albemarle Vice President, copying four others at Albemarle, regarding "IOCL developments" and multiple consultants who had contacted Albemarle to offer "assistance to influence and get in contact with higher level to discuss on non official basis." Albemarle Regional Sales Manager described India Intermediary Company as "know[ing] a lot of detail" and as "more aggressive" and noted that India Intermediary Company "do[es] confirm, no bribing and we can put that in the agreement."

61. On or about July 10, 2009, Albemarle Regional Sales Manager sent an email to Albemarle Vice President, copying Albemarle Regional Sales Director and two others at

Albemarle regarding Albemarle's efforts to avoid being blacklisted by IOCL. Albemarle Regional Sales Manager stated that Albemarle had had discussions with IOCL but at each stage was "blocked by top," and that this may have been because IOCL "want us to use [*sic*] consultant." Albemarle Regional Sales Manager further stated that to date IOCL had not accepted Albemarle's "'reasonable' arguments" and that "indications are mostly that they will put us on holiday list. As I see it time has come to seriously consider using a consultant and if so it must be done very fast."

62. On or about July 13, 2009, an Albemarle manager sent an email to Albemarle Vice President summarizing his discussion with India Intermediary. The Albemarle manager stated that, according to India Intermediary, India Intermediary Company could "keep Albemarle business smooth with IOCL . . . [and] also with [other IOCL refineries] and can give sensitive competitive information for Albemarle not only to win but to win with higher margins." The Albemarle manager further stated "That all sounds good results we all desire," and "[a]fter asking questions on how he can do that, it was clear to me . . . that the Consultant would be using part of the commission to handle [IOCL Official], and many levels below." The Albemarle manager continued, "I may be too conservative, but their would [*sic*] risk engaging such a consultant under such situation . . . who we do not really know or what he may do that may put Albemarle in an unacceptable infringement of the foreign corrupt practices act."

63. Notwithstanding multiple red flags, Albemarle entered into a consulting contract with India Intermediary Company, effective July 15, 2009, signed by Albemarle Vice President.

64. Following engagement of India Intermediary Company, Albemarle was not put on the "holiday list" by IOCL.

65. Albemarle paid approximately $1.14 million in commissions to India Intermediary Company relating to IOCL business and obtained approximately $11.1 million in profits on that business between approximately 2009 and 2011.

ATTACHMENT B

CERTIFICATE OF BOARD APPROVAL

WHEREAS, Albemarle Corporation (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (collectively, the "Offices") regarding issues arising in relation to certain improper payments to foreign officials to assist in obtaining and retaining business for the Company; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices; and

WHEREAS, the Company's General Counsel, Kristin Coleman, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Offices;

Therefore, the Board of Directors has APPROVED that:

1. The Company (a) enters into this non-prosecution agreement ("Agreement") with the Offices; and (b) agrees to accept a total criminal monetary penalty against the Company of $98,236,547 and forfeiture of $98,511,669[1], which will be paid to the United States Treasury, and to pay such penalty in accordance with terms set forth in the Agreement and with respect to the conduct described in the Statement of Facts in Attachment A in the manner described in the Agreement;

[1] To be credited against disgorgement of up to $81,856,863 in ill-gotten profits that the Company pays to the SEC in a concurrent resolution.

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue in the United States District Court for the Western District of North Carolina; and (b) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The General Counsel of the Company, Kristin Coleman, is authorized, empowered and directed, on behalf of the Company to execute the Agreement substantially in such form as reviewed by the Board of Directors at a meeting held on July 18, 2023, with such changes as the General Counsel of the Company, Kristin Coleman, may approve;

4. The General Counsel of the Company, Kristin Coleman, is authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing approval; and

5. All of the actions of the General Counsel of the Company, Kristin Coleman, which actions were authorized by the approval, are severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 09/28/2023

By: Stefanie M. Holland

Stefanie Holland
Vice President, Deputy General Counsel &
Corporate Secretary
Albemarle Corporation

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Albemarle Corporation (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption law. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

Commitment to Compliance

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

Periodic Risk Assessment and Review

4. The Company will implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the foreign bribery risks facing the Company.

5. On the basis of its periodic risk assessment, the Company shall take appropriate steps to design, implement, or modify each element of its compliance program to reduce the risk of violations of the anti-corruption laws, its compliance policies, and its Code of Conduct.

Policies and Procedures

6. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable anti-corruption laws (collectively, the "anti-corruption laws"), which shall be memorialized in a written compliance policy or policies.

7. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance policies and Code of Conduct, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and,

where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including all agents and business partners. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

8. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

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

9. The Company shall review its anti-corruption compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Independent, Autonomous, and Empowered Oversight

10. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

Training and Guidance

11. The Company will implement mechanisms designed to ensure that its Code of Conduct and anti-corruption compliance policies and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) metrics

for measuring knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

12. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Confidential Reporting Structure and Investigation of Misconduct

13. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's Code of Conduct or anti-corruption compliance policies and procedures.

14. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance policies and procedures.

Compensation Structures and Consequence Management

15. The Company will implement clear mechanisms to incentivize behavior amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company that comply with its corporate policy against violations of the anti-corruption

laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Company's compensation and bonus system subject to local labor laws.

16. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Management

17. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's Code of Conduct and anti-corruption compliance policies and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

18. The Company will understand and record the business rationale for using a third party in a transaction, and will conduct adequate due diligence with respect to the risks posed by a third-party partner such as a third-party partner's reputations and relationships, if any, with foreign officials. The Company will ensure that contract terms with third parties specifically describe the services to be performed, that the third party is actually performing the described work, and that its compensation is commensurate with the work being provided in that industry and geographical region. The Company will engage in ongoing monitoring and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

19. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

20. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on

potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

21. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraphs 11-12 above on the anti-corruption laws and the Company's compliance policies and procedures regarding anti-corruption laws;

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable;

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

22. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

23. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions.

Analysis and Remediation of Misconduct

24. The Company will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

Albemarle Corporation (the "Company") agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (the "Offices") periodically. During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial ("first") review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Company shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company's current policies, procedures, and training materials concerning compliance with the FCPA and other applicable anti-corruption laws; (b) inspection and testing of the Company's systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Company's compliance program.

Written Work Plans, Reviews and Reports

a. The Company shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

b. Within sixty (60) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Offices, prepare and submit a written work plan to

address the Company's first review. The Offices shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

c. With respect to each follow-up review and report, after consultation with the Offices, the Company shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Offices shall provide comments within thirty (30) calendar days after receipt of the written work plan.

d. All written work plans shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

e. Any disputes between the Company and the Offices with respect to any written work plan shall be decided by the Offices in their sole discretion.

f. No later than one year from the date this Agreement is executed, the Company shall submit to the Offices a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and other applicable anti-corruption laws. The report shall be transmitted to:

Deputy Chief – FCPA Unit
Deputy Chief – CECP Unit
Criminal Division, Fraud Section
U.S. Department of Justice
1400 New York Avenue, NW
Bond Building, Eleventh Floor
Washington, DC 20005

Chief, Fraud Section
United States Attorney's Office

for the Western District of North Carolina
227 West Trade St.
Suite 1650
Charlotte, NC 28202

The Company may extend the time period for issuance of the first report with prior written approval of the Offices.

Follow-up Reviews and Reports

g. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Offices on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

h. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Offices.

i. The second follow-up ("third") report shall include a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the program. The third report shall be completed and delivered to the Offices no later than thirty (30) days before the end of the Term.

j. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Offices.

Confidentiality of Submissions

k. Submissions by the Company, including the work plans and reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting

requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Offices determine in their sole discretion that disclosure would be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
Western District of North Carolina
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 7 of the non-prosecution agreement ("the Agreement") entered into on September 28, 2023, by and between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (collectively, the "Offices") and Albemarle Corporation (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 7 of the Agreement, and that the Company has disclosed to the Offices any and all evidence or allegations of conduct required pursuant to Paragraph 7 of the Agreement, which includes evidence or allegations of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, by the Company's employees or agents ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 7 and the representations contained in this

certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Western District of North Carolina. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Western District of North Carolina.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Albemarle Corporation

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
Albemarle Corporation

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
Western District of North Carolina
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 8 of the Non-Prosecution Agreement entered into on September 28, 2023, by and between the Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (the "Offices") and Albemarle Corporation (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraph 8 of the Agreement, and that, based on a review of the Company's reports submitted to the Offices pursuant to Paragraph 8 of the Agreement, the reports are true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's anti-corruption compliance program, the Company has implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the anti-corruption laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer ("CEO") of the Company and the Chief Compliance Officer ("CCO") of the Company and that each has been duly authorized by the Company to sign this Certification on behalf of the

Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Western District of North Carolina. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Western District of North Carolina.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Albemarle Corporation

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
Albemarle Corporation