



Global Anti-Corruption Program

Approving Authority:	Wayne Ipsen	Issue Date:	September, 2018
Job Title:	Vice President and Corporate Counsel	Department:	Legal

TITLE: GLOBAL ANTI-CORRUPTION PROGRAM

PURPOSE: US Ecology, Inc., its subsidiaries, and affiliates (“US Ecology” or the “Company”) are committed to conducting business at the highest level of honesty and integrity. US Ecology will not tolerate fraudulent, corrupt, dishonest, or illegal activities by its team members and business partners under any circumstances. The purpose of this Global Anti-Corruption Program (“Program”) is to define the Company’s business practices related to compliance with, without limitation, the Foreign Corrupt Practices Act of 1977, Mexico’s General Law of Administrative Responsibility, Canada’s Corruption of Foreign Public Officials Act, domestic and foreign federal, state, provincial and local anti-corruption and anti-bribery laws and other similar applicable laws, as the same may have been or may be amended from time to time (“Anti-Corruption Laws”). Definitions of italicized terms may be found at the end of this document.

If you have any questions or concerns about how to comply with this Program, please immediately contact the Company’s General Counsel, Wayne Ipsen, by telephone at 1-208-319-1608 or via email at wayne.ipsen@usecology.com, before proceeding with the contemplated conduct.

APPLICATION: This Program is applicable to the Company, wherever situated or conducting business, and to every individual working in or with the Company (whether permanent, fixed-term, or temporary), including *Third-Party Agents*. Each has a responsibility for the deterrence and detection of *Bribes* and *Corruption* and must immediately report evidence received regarding suspicious or improper behavior.

RESPONSIBILITIES:

The General Counsel has overall responsibility for the issuance of this Program in support of US Ecology’s commitment to comply with applicable Anti-Corruption Laws. Additionally, US Ecology’s General Counsel has primary responsibility for

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the implementation of this Program and for ensuring that questions regarding its interpretation and application are dealt with appropriately.

All directors, officers, managers, and supervisors are responsible for ensuring that this Program is strictly enforced. Every individual working in or with the Company (whether permanent, fixed-term, or temporary, or a *Third-Party Agent*) must read and comply with this Program; take responsibility for the prevention, detection, and reporting of corruption; avoid any activity that might lead to or suggest a breach of this Program; and report as soon as possible if you believe or suspect that a violation has occurred, or may occur in the future.

From time to time, US Ecology team members and Third-Party Agents may be required to complete anti-corruption training and sign a certification acknowledging commitment to, full understanding of, and compliance with this Program. The certification(s) will be maintained in such team member's personnel or contractor file.

For questions about the interpretation or application of this Program, please seek guidance from US Ecology's General Counsel.

DEFINITIONS:

- ★ A **Bribe**, depending on the circumstances, can take on many different forms. If offered, given or received as an inducement or reward for an improper act, the following examples can all be characterized as *Bribes*: (1) cash payments; (2) gifts (including gifts of cash or cash equivalents); (3) hospitality (such as meals, tickets or invitations to sporting and entertainment events); (4) promotional and marketing expenses (including travel and accommodation expenses); (5) "favors" that are of value to the recipient (such as engaging a company owned by a member of a *Foreign Official's* or customer's family); (6) free use of Company services, facilities, or property; or (7) political or charitable donations.
- ★ **Corruption** is the misuse of a public office or power for private gain, or the misuse of private power in relation to business.
- ★ A **Corrupt Payment** is the offering or giving of something of value with the purpose of influencing the action of an official in the discharge of his or her public or legal duties.
- ★ A **Foreign Government** is any national governing body organized and existing under the laws of any other country and its possessions and territories and any agent or instrumentality of that government.
- ★ A **Foreign Official** includes, without limitation: any officer or employee of a *Foreign Government*, any department or agency or instrumentality thereof, or any person acting in an official capacity for, or on behalf of, the foregoing persons or entities; an officer or employee of a public international

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organization; any entity hired to review or accept bids for a *Foreign Government* agency; or any *Party Official*. Examples of public international organizations include the International Red Cross, World Bank, World Health Organization, and International Olympic Committee.

- ★ **Government Officials** are individuals who hold positions or exercise functions in the public sector, including, without limitation: individuals (whether elected or appointed) who hold positions of any kind (such as legislative, administrative, military, or judicial) in any national government of any country or territory or its decentralized units or subdivisions; on behalf of any branch or public agency of any national, local, or municipal government; government-owned or government-controlled commercial enterprise; and of any regulatory agency, exchange, or listing authority, as well as any *Party Official*.
- ★ **Improper Commercial or Other Advantage** means a business advantage caused by someone performing (or failing to perform) a function or activity illegally, unethically, in bad faith, not impartially, or in breach of a position of trust.
- ★ A **Kickback** is an improper payment made to someone who has facilitated a transaction or appointment in exchange, in whole or in part, for that improper payment. For greater certainty, a Kickback includes any payment made to expedite or secure the performance by a *Foreign Official* of any act of a routine nature that is part of such *Foreign Official's* public official duties or functions.
- ★ A **Party Official** is an individual affiliated with a political party who holds a position of authority, including, but not limited to, politicians, political candidates, or employees of any political party.
- ★ A **Third-Party Agent** is a representative, agent, consultant, contractor, vendor, supplier, distributor, joint venture partner, or other intermediary acting on the Company's behalf.

PROCEDURE:

PROHIBITED ACTIVITIES

US Ecology's team members and *Third-Party Agents* are prohibited from, directly or indirectly, offering, giving, soliciting, or receiving any form of *Bribe*, *Kickback* or other *Corrupt Payment*, or anything else of value, to or from any person, company or organization, including government agencies, *Government Officials*, *Foreign Officials*, private companies and employees of private companies (even if the same are common within the country in which business is being conducted): (a) with the intention of obtaining, retaining, or rewarding any *Improper Commercial or Other Advantage* for the Company, for the individual involved, or for any other person; (b) in order to induce any person to act improperly or to reward them for doing so;

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or (c) knowing or believing that acceptance by the other person would itself be improper.

“Value” is defined broadly to include much more than just cash or cash equivalents and can include, without limitation, the payment of travel expenses, providing services, golf outings or other entertainment that is excessive or not customary to a particular business transaction, assumption or forgiveness of debt, personal favors, offers of employment, and even charitable donations.

The only exception to the prohibitions discussed above is when a failure to make the demanded payment would create an immediate risk to a team member’s or *Third-Party Agent’s* (or their traveling companion’s) personal health or physical safety. In such circumstances, US Ecology’s General Counsel should be notified as soon as possible after the payment is made.

PROMOTION AND MARKETING EXPENSES

US Ecology team members and *Third-Party Agents* may (a) pay for the reasonable cost of meals, lodging, travel, or entertainment only when such expenses are directly related to the promotion or marketing of the Company’s products and services or in connection with the execution of a contract, or (b) receive the same when directly related to the promotion or marketing of the products or services of a *Third-Party Agent*, customer, vendor, merger/acquisition target, or other third-party business partner or in connection with the execution of a contract. Such promotion and marketing expenses must be bona fide and reasonable in light of routine business travel and entertainment. Meals, lodging, travel, or entertainment may never be provided or received to influence any act or decision or to gain an improper business advantage, and must comply with any known policies of the receiving person and associated agency, office, or non-governmental entity. Payments related to meals, lodging, travel, or entertainment should be made directly to the service providers (e.g., restaurant, airline, hotel, or Company’s designated travel agency).

When meals, lodging, travel, or entertainment are provided to *Foreign Officials* or *Government Officials*, such costs must be approved **in writing in advance** by US Ecology’s General Counsel and President or Executive Vice President; provided, however, that preapproval is not required if the same do not exceed \$100 per person per occurrence with an annual total not to exceed \$300 per person. Meals, lodging, travel, or entertainment expenses may not be provided for the spouse or other family members of *Foreign Officials* or *Government Officials*. Travel, regardless of the recipient, may not include any stops to destinations unrelated to the promotion or marketing of Company’s products and services.

PROMOTIONAL AND OTHER GIFTS

Promotional gifts are articles of merchandise (often branded with a logo) used in marketing and communication programs. These gifts are given away to promote a company, corporate image, brand, or event. The gifts are usually imprinted with a company's name, logo, or slogan, and given away at trade shows, conferences, and as part of guerrilla marketing campaigns. Promotional gifts of nominal value (e.g., pens, caps, and tote bags containing the giving company's logo) may be given or received as a courtesy, token of regard, to promote goodwill, or in recognition of proper performance of a service. Any gifts other than promotional gifts are prohibited from being given unless they are approved **in writing in advance** by the Company's President, Executive Vice President, General Counsel, or Vice President of the business unit to whom the giver belongs. Such gifts should be infrequent.

If a *Third-Party Agent*, customer, vendor, merger/acquisition target, or other third-party business partner attempts to give you a gift that does not qualify as a promotional gift of the type described above and exceeds \$100 in value, you should politely decline the gift. If the social or other circumstances surrounding the giving of the gift prevent you from politely declining the gift at that time, you should, subject to the guidelines below regarding unacceptable gifts and, depending on whichever approach is the most appropriate under the circumstances, (a) return the gift to its giver, (b) make the gift generally available to all Company personnel (e.g., if the gift is consumable), (c) donate the gift to a charitable organization in accordance with US Ecology's *Charitable Contributions and Volunteer Program*, or (d) purchase the item from the giver at fair market value. In each instance, the Company's General Counsel and President, Executive Vice President, or Vice President of the business unit to whom the recipient belongs should be notified of the receipt and ultimate disposition of the gift, with documentation evidencing such disposition of the gift provided to the Company's General Counsel.

Gifts may never be given or received to influence any act or decision or to gain an improper business advantage and must be legal under the laws of the particular country involved.

UNACCEPTABLE GIFTS AND MARKETING EXPENSES

The following gifts and meals, lodging, travel, and entertainment may never be provided or received:

- ⊗ **Provided or received for improper advantage:** any gift, meal, lodging, travel, and entertainment provided or offered (or could reasonably be interpreted as being provided or offered), or received with the intention of obtaining, retaining, rewarding, or inducing any *Improper Commercial or Other Advantage* for or by the Company, any individual involved, any other

person, or in order to induce any such person to act improperly or to reward them for doing so;

- ⊗ **Conflict of interest:** any gift, meal, lodging, travel, and entertainment that may give rise to, or may be seen as giving rise to, a conflict of interest (in other words, a conflict between competing interests which may impair the ability to make objective unbiased business decisions);
- ⊗ **Reciprocal:** any gift, meal, lodging, travel, and entertainment that is provided or received with the intention or expectation of reciprocity (i.e. for something in return);
- ⊗ **Tenders:** any gift, meal, lodging, travel, and entertainment that involves parties in a tender or competitive bidding process where the Company is tendering or bidding;
- ⊗ **Prohibited:** any gift, meal, lodging, travel, and entertainment that is known to be prohibited by the other party's organization;
- ⊗ **Cash or a cash equivalent:** any gift that comprises cash or a cash equivalent (including checks, travelers checks, gift cards, gift certificates, vouchers, loans, shares, or other securities);
- ⊗ **Inappropriate:** any gift or entertainment that is inappropriate or offensive (such as anything that is indecent or sexually oriented) or that might otherwise adversely affect the Company's reputation or the reputation of those involved;
- ⊗ **Personal capacity or concealed:** any gift, meal, lodging, travel, and entertainment that is provided in a personal capacity rather than the Company's, or that is concealed (that is, provided secretly rather than openly); ,
- ⊗ **Breach of law:** any gift, meal, lodging, travel, and entertainment that is in breach of any applicable domestic or foreign laws or regulations; and
- ⊗ **Unrecorded in Company's Books and Records:** any gift, meal, lodging, travel, and entertainment that is not promptly and accurately recorded in the Company's books and records.

CHARITABLE DONATIONS

Any charitable donation made on behalf of the Company or using the Company's financial resources must be legal under applicable local laws and not be made in conflict with this Program. A charitable donation made in a non-U.S. jurisdiction by or on behalf of the Company, or a charitable donation made on behalf of or solicited by a *Foreign Official*, might appear to be a *Bribe*. US Ecology team members and *Third-Party Agents* are not permitted to make charitable donations on behalf of the Company without first obtaining approval in writing in accordance with US Ecology's *Charitable Contributions and Volunteer Program*.

THIRD-PARTY AGENTS

US Ecology team members are required to undertake appropriate due diligence selecting the Company's *Third-Party Agents* to ensure that those acting on the

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Company's behalf comply with applicable laws and with this Program. In every instance, appropriate and documented due diligence measures should be undertaken to ensure that a *Third-Party Agent* is qualified and reputable. Such measures may include, without limitation: review of information found on publicly available sources; interviews; review of an "International Company Profile" obtained from the U.S. Department of Commerce; vendor surveys; legally-permissible background checks; letters of reference or a summary of information obtained from provided references; compliance education and certifications; financial reviews; and flow-of-funds analyses consistent with applicable laws.

CONTRACTS

All written contracts with US Ecology customers and *Third-Party Agents* should contain an affirmative statement regarding such party's agreement to comply with this Program or confirmation that they maintain their own policy that is similarly restrictive, and should reserve the Company's right to audit such party's books and records to ensure compliance with this Program. Whenever possible, US Ecology will reserve the right to terminate contractual relationships with any party who breaches applicable Anti-Corruption Laws.

MERGERS AND ACQUISITIONS

The U.S. government has pursued enforcement actions against purchasing corporations for the pre-merger/acquisition conduct of target corporations that violated the Anti-Corruption Laws. US Ecology anti-corruption-specific due diligence efforts must be conducted prior to the merger or acquisition of any target company having regard to, among other things, the target company's country corruption risk profile. (Transparency International publishes an annual corruption perceptions index available online at <https://www.transparency.org/>.)

MAINTAINING ACCURATE BOOKS AND RECORDS

US Ecology must maintain accurate, complete, and detailed books and records, and proper internal accounting controls in accordance with applicable standards, principles, laws and US Ecology policies and practices for accounting and financial reporting. No US Ecology money or assets will be used, directly or indirectly, for any unlawful, improper, or unethical purpose. No undisclosed or unrecorded accounts of US Ecology are to be established for any purpose. False or artificial entries are not to be made in the books and records of US Ecology for any reason. Finally, personal funds must not be used to accomplish what is otherwise prohibited by US Ecology policies and programs.

THE CONSEQUENCES OF BREACH OF ANTI-CORRUPTION LAWS

Breach of Anti-Corruption Laws may result in criminal, civil, and regulatory penalties (including, without limitation, fines, imprisonment, and repayment of

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profits) for the Company, its directors, its team members, and its *Third-Party Agents*. Actual or perceived breaches of these laws may also result in severe financial and reputational damage to US Ecology. US Ecology will not pay penalties imposed on individuals resulting from the breach of Anti-Corruption Laws. Any US Ecology team member or *Third-Party Agent* who violates this Program or who fails to make or falsifies any certification required under this Program may be subject to disciplinary action, up to and including termination of employment or of the business relationship. In addition, the Company may disclose information about potential violations of Anti-Corruption Laws to appropriate law enforcement authorities and other governmental agencies.

REPORTING SUSPICIOUS ACTIVITY

If encountered and for the protection of the Company, a team member must make a good faith effort to report suspected violations or other alleged wrongdoing pursuant to the Company's *Open Door Policy*, including through the EthicsPoint® hotline by making a toll-free telephone call to 1-866-294-5495, or an online submission via the Employee Services page of the Company's website. Additionally, a concern may be lodged with the Company's General Counsel by making a telephone call to Wayne Ipsen at 1-208-319-1608 or via email at wayne.ipsen@usecology.com. Under no circumstances will a team member be subject to retaliation for its good faith reporting any suspecting violations or wrongdoing in accordance with this Program. The types of activities listed below may involve the violation of Anti-Corruption Laws.

- ★ Payment is being made in a country with a widespread history of corruption – e.g., China, Russia, certain Middle Eastern, Eastern European, South American, African, and Asian countries.
- ★ *Unusual payment patterns or financial arrangements, including payments to third parties or payments made to bank accounts outside the country;*
- ★ *Representative refuses to make anti-corruption related certification;*
- ★ *Use of a shell or holding company that obscures ownership without credible explanation;*
- ★ *A business reference who declines to respond to questions or who provides an evasive response;*
- ★ *Accusations of improper business practices or bribes (credible rumors or media reports, etc.);*
- ★ *Family or business relationship with a government or a Government Official;*
- ★ *Refusal to disclose officers, directors, owners, partners, or other principals;*
- ★ *Statements that a particular amount of money is needed to “get the business,” “make the necessary arrangements,” or comparable expressions;*

- ★ *Requests to receive commission or other payment before the award decision or other up-front payments;*
- ★ *Unusually high commissions, agents' fees or payments for goods or services;*
- ★ *Unusually high discounts for transactions involving Third-Party Agents;*
- ★ *Lack of transparency in expenses and accounting records;*
- ★ *Apparent lack of qualifications or resources on the part of the Third-Party Agent to perform the services offered;*
- ★ *The Third-Party Agent has been recommended by an official of the potential governmental customer;*
- ★ *Requests for payment or reimbursement of exorbitant travel and entertainment expenses or gifts for Foreign Officials;*
- ★ *Requests to be able to make agreements without US Ecology's approval;*
- ★ *Requests that agreements or communications be kept secret;*
- ★ *Lack of standard invoices, including invoices that lack detail as to services performed, or other substantiation; or*
- ★ *Checks drawn to "cash" or requests for payment in cash.*

RECORDS: The cited records are retained in a manner that supports the requirements of the various local, State, and federal regulatory agencies to which US Ecology adheres.

History of PR Revisions:

Date	Approver	Change	Training required	
			Yes	No