

VENDOR CODE OF CONDUCT

UPDATED MAY 2025

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International Flavors & Fragrances Inc. and our subsidiaries and affiliates ("IFF") are committed to operating our business with the highest standards of ethics, honesty and integrity, and we select and treat our business partners honestly, fairly and objectively.

As a condition to doing business with IFF, vendors, suppliers, contractors, consultants, agents and other providers of goods and services ("Vendors") who conduct business with IFF must comply with all applicable laws and regulations and act in accordance with the same ethical principles under which IFF operates. While we recognize that there are different legal and cultural environments in which Vendors operate throughout the world, we have established this Vendor Code of Conduct ("Vendor Code") to set forth these principles and the basic requirements a Vendor must meet to maintain a business relationship with IFF.

All Vendors must comply with this Vendor Code. In addition, Vendors must ensure that their contractors, suppliers and farms, who provide goods and services to Vendors, also comply with the principles of this Vendor Code or meet this requirement through compliance with the Vendor's own code if it embodies the same philosophy and basic principles contained in this Vendor Code.

The standards and requirements herein equally apply to all Vendor employees and workers including, but not limited to, permanent, temporary, full-time, part-time, contract and agency employees and migrant workers ("Employee or Employees"). Compliance with this Vendor Code is in addition to, not in lieu of, any Vendor obligations set forth in any agreements, covenants, representations, warranties or guarantees between a Vendor and IFF. Additionally, compliance with this Vendor Code is each Vendor's individual responsibility and we recommend that each Vendor regularly communicate this Vendor Code and its requirements to its officers, employees and others in the Vendor's supply chain.

Vendors must also observe the basic principles set forth in IFF's Code of Conduct (the "IFF Code of Conduct"), which is designed to ensure compliance with ethical guidelines and applicable laws and regulations. A copy of the IFF Code of Conduct is available on our website at **iff.com/about/policy-center**. Vendors can meet this requirement through compliance with their own code of conduct if it embodies the same philosophy and basic principles contained in IFF's Code of Conduct.

COMPLIANCE WITH LAWS AND REGULATIONS

IFF conducts business in full compliance with all applicable laws, rules and regulations wherever we do business. Vendors must also conduct their business in accordance with the highest standards of ethical behavior and in compliance with all applicable laws, rules, regulations and industry standards. Where the applicable laws and Vendor Code address the same subject and are not in conflict, the highest standard will apply. Should any Vendor Code requirement conflict with applicable laws, the highest standards consistent with applicable local laws will apply.

ANTI-BRIBERY

Vendors must not engage in any acts of bribery or violate any applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and all local anti-bribery laws and regulations. Vendors must not give, agree to give, offer or receive, directly or indirectly, anything of value including payments, gifts or favors to influence the behavior of another business partner, government official or public or political officer.

AFFILIATION WITH GOVERNMENTS AND GOVERNMENT OFFICIALS

Vendors must immediately disclose to IFF any affiliation in regard to ownership or beneficial interest in a Vendor's business by a government or government official of more than 5%. These must be disclosed to IFF prior to any business relationship or immediately after Vendor becomes aware of such interest; provided that if a Vendor is a publicly listed company, Vendor shall only be required to disclose to IFF any such ownership or beneficial ownership interest if the Vendor has actual knowledge of any such ownership.

The following are examples of persons who may be considered government officials:

- Any officer or employee of a foreign government, regardless of rank;
- Employees of government-owned or government-controlled businesses, such as a hospital;
- Foreign politicians, political parties or candidates for office; and
- A family member or agent of the above.

CONFLICTS OF INTEREST

Vendors must report or declare to IFF any situation that is a conflict of interest and avoid all conflicts of interest with IFF Employees that may impact their relationship with IFF. A "conflict of interest" can take many forms but arises when personal activities and relationships interfere with, or appear to interfere with, business decisions and actions.

Examples of a potential "conflict of interest" include:

- A Vendor and an IFF employee having a contractual or financial relationship outside of IFF business and/or
- A Vendor and an IFF employee having a familial or romantic relationship.

GIFTS AND ENTERTAINMENT

Gifts can take many forms, including free products or services, special favors, discounts, meals, entertainment and even free transportation.

As a general rule, gifts must never be given or received if they are intended or expected to influence IFF business-related decisions, including obtaining or retaining business, or to influence a government official. Further, the offering or receipt of extravagant gifts, cash or cash equivalents such as gift cards is never acceptable. The offering or receipt of a gift of minimal value may be permitted, provided that it is done openly and lawfully in accordance with acceptable practices in our industry and the location in which it is taking place.

Any meals provided by Vendors to an IFF employee must be moderate in value, provided only in the course of the Vendor's business with IFF, and with the Vendor present.

ANTITRUST / COMPETITION LAW

IFF is committed to achieving success through fair and legal competition and strictly prohibits any activity that violates antitrust laws or unlawfully restrains competition. Vendors must comply with applicable antitrust and competition laws to ensure equal opportunities and must not engage in any business practice designed to unlawfully restrain competition.

TRADE CONTROL LAWS

IFF is subject to trade control laws in various countries in which we do business, and IFF is committed to full compliance with these laws. Vendors doing business with IFF must also comply with these laws, including:

- Export controls, trade restrictions, trade embargoes, and economic sanctions, which limit or prohibit IFF or Vendors from engaging in business activities with certain countries, individuals or entities;
- Anti-boycott laws that prohibit companies from participating in or cooperating with an international boycott that is not approved or sanctioned by the U.S. government; and
- Other import or export laws that require IFF or Vendors and their business partners to pay duties and/or to obtain specific licenses, permits or other documentation before transferring products and technical data across borders.

HUMAN RIGHTS

Global human rights are fundamental to the operations of IFF's business. Human rights are rights, freedoms and standards of treatment regarded as belonging to all persons. IFF respects and supports internationally recognized human rights and is committed to high standards of ethics, honesty and integrity and demonstrating respect and dignity for one another and those with whom we do business. Vendors shall share in IFF's respect and support of these standards and comply with the principles set forth in IFF's Global Human Rights Policy, which is available on IFF's website at **iff.com/about/policy-center**.

FORCED LABOR AND COERCEMENT

Vendors must not use involuntary labor of any kind, including prison labor, debt bondage, indentured servitude or forced labor. IFF does not tolerate involuntary labor of any kind and will not do business with any person or Vendor that is involved with or facilitates human trafficking.

Vendors shall not engage in, support or allow the use of corporal punishment, threats of violence or other forms of coercion, or any other form of physical or non-physical or verbal abuse of Employees and shall not make use of public punishment systems.

CHILD LABOR

Child labor must not be used, and Vendors must comply with all applicable labor laws, regulations and guidelines related to hiring, wages, hours worked, overtime and working conditions. Vendors must ensure that all Employees are legally eligible for employment and meet the applicable minimum legal age. Vendors shall maintain verifiable documentation of each individual's date of birth or have some legitimate means of confirming each individual's age, as required by law.

MONEY LAUNDERING AND RELATED ACTIVITIES

Vendors shall not engage in, support or allow any form of money laundering, terrorist financing or any other financing for illegal or illegitimate purposes.

EQUAL OPPORTUNITY

IFF expects its Vendors to comply in each of the countries in which the Vendor operates with applicable federal, state and local employment laws and to provide equal employment opportunities to their Employees and applicants for employment, regardless of race, color, creed, religion, gender, sexual orientation, gender identity or expression, national origin, marital or civil union status, pregnancy, ancestry, citizenship, age, military or veteran status, disability, genetic characteristics, HIV status or any other characteristic protected by law. This expectation applies to all aspects of the Vendor's employment practices, including but not limited to, recruiting, hiring, training, transfers, promotions, compensation and terminations.

IFF encourages Vendors to have a policy in place to consider usability by, and inclusion of, individuals with disabilities when designing products and/or delivering services to IFF.

Vendors are also encouraged to have evidence of diversity and inclusiveness training that is comprehensive of race, color, creed, religion, gender, sexual orientation, gender identity or expression, national origin, marital or civil union status, pregnancy, ancestry, citizenship, age, military or veteran status, disability, genetic characteristics, HIV status or any other characteristic protected by law.

UNLAWFUL DISCRIMINATION AND HARASSMENT

IFF will not engage Vendors that unlawfully discriminate based on race, color, creed, religion, gender, sexual orientation, gender identity or expression, national origin, marital or civil union status, pregnancy, ancestry, citizenship, age, military or veteran status, disability, genetic characteristics, HIV status or any other characteristic protected by law.

Vendors shall explicitly ban and shall not engage in, support or allow any form of harassment or abuse of any Employees in the workplace.

INCLUSIVE SUPPLY CHAIN

IFF values, honors and respects differences and promotes diversity, equity and inclusion across our supply chain and expects its Vendors to do the same. IFF's inclusive supply chain principles are an integral part of IFF's commitment to do more good for people in our supply chain and in the local communities in which we operate. IFF expects Vendors to have equivalent policies to promote diversity in their supply chains and provide evidence of such policies to IFF upon request.

One key objective of IFF's inclusive supply chain principles is to identify, develop and utilize certified diverse businesses that can enhance our competitive advantage and provide innovative and cost-effective products and services for us and our customers. IFF is committed to providing diverse businesses with the equal opportunity to compete to supply IFF's goods and services or to become IFF's preferred suppliers or subcontractors. Vendors are encouraged to use their best efforts to procure diverse businesses to compete to supply to them or in their selection of preferred suppliers or subcontractors.

Diverse businesses refer to businesses owned, controlled, and operated by diverse persons. The definition of diverse persons differs in different countries. For example, in the United States, a "diverse business" is a company that is certified to be at least 51%-owned, -operated and -controlled by one or more minority, woman, LGBTIQ+ person, person with a disability, veteran, service-disabled veteran, or aboriginal or indigenous person.

WAGES AND HOURS

Vendors must provide Employees with wages and benefits that, at a minimum, comply with applicable laws. Vendors are encouraged to provide a living wage as defined by one of the Sustainable Trade Initiative (IDH) approved methodologies. Employees should be provided adequate time off during the work week, and, in any event, work conditions must comply with all local legal and regulatory requirements. While it is understood that overtime is often required in production areas, employees should not be required to work excessive hours that could present health or safety concerns. Additional overtime shall be voluntary and not used to replace regular employment, and should be compensated appropriately. Vendors shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions and is in accordance with local legal requirements. Vendors must pay overtime that meets all legal requirements. Vendors shall maintain a transparent and reliable system for records of working hours, wages and overtime for all Employees.

WORKING CONDITIONS

Vendors must treat all Employees with respect and dignity and provide them with a safe and healthy working environment and, if provided by the Vendor, safe and healthy living accommodations. At a minimum, Vendors must provide potable drinking water, clean and accessible restrooms, adequate lighting and ventilation, fire and emergency exits, essential life safety equipment, emergency aid kits and access to emergency medical care.

Employees must be protected and prevented from exposure to severe health or safety hazards, which are to be understood as health or safety hazards that are likely to pose an immediate risk of causing death or permanent injury or illness. In addition, Vendors must comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection, and electrical, mechanical and structural safety.

FREEDOM OF ASSOCIATION

Vendors must recognize and respect the right of their Employees to form and join trade unions and to bargain collectively. Vendors must also respect Employees' right to work with government officials and community organizers to improve the overall economic and social well-being of the Employees' communities.

GRIEVANCE MECHANISMS

Vendors shall provide Employees with reasonable, appropriate, confidential and fair procedures for the resolution of grievances. Vendors shall have systems to allow Employees to report concerns and possible violations of applicable laws and regulations. Vendors must also have reasonable and fair procedures in place that ensure these violations will be properly reviewed and adequately remediated when reported, and Employees must be protected from retaliation if they raise these concerns to the Vendor.

PRIVACY AND PERSONAL DATA

Vendors must collect, process, use, store and retain personal data about IFF's employees, customers, suppliers, and other vendors, only for the purposes for which such data was collected or otherwise made available, in compliance with its contractual obligations with IFF and all applicable data privacy and data protection laws. Vendors shall share personal data only with those who need to know the information for a Vendor to provide the services for which it was engaged and shall demonstrate appropriate technical and security controls to ensure that all personal data is protected and secure from damage and unauthorized use. Vendors will immediately notify IFF of a known or suspected data breach and will work with IFF and, if applicable, law enforcement to contain and respond to such breach.

CONFIDENTIAL INFORMATION

Vendors must not disclose IFF's or IFF's customers' confidential information to other parties and shall take all necessary steps to protect such confidential information. Confidential information includes inventions, formulas, processes, products, customer lists, programs, trade secrets, proprietary technology, expertise, domain names and all other non-public information of IFF or its customers. Vendors are also prohibited from (a) taking for themselves opportunities that are discovered through the use of IFF's or its customers' confidential information and (b) using IFF's or its customers' confidential information for the Vendor's gain.

IFF does not prohibit or restrict any Vendor from lawfully communicating truthful information, or cooperating with, or otherwise assisting in an investigation by any governmental agency or self-regulatory organization regarding a possible violation of law or responding to any inquiry from any such organization without first notifying the company, and your doing so shall not constitute a breach of this Vendor Code or any agreement with IFF. If you communicate any confidential information to a governmental agency or self-regulatory agency, you shall notify the agency of the confidentiality of such confidential information and ask the agency to also protect the confidentiality of such confidential information.

In the event that the Vendor accesses, stores, hosts or processes IFF's confidential information, the Vendor shall, at no cost to IFF, complete IFF's standard risk assessment, furnish to IFF a copy of the Vendor's current information security policies and procedures, and provide IFF the opportunity to audit the Vendor's compliance with its responses to the risk assessment as well as with the provided policies and procedures. In addition, the Vendor must notify IFF as soon as practicable (but in no event more than twelve (12) hours) after the Vendor becomes aware of a breach or suspected breach of security or the detection of suspicious activity that affects or reasonably could affect IFF's confidential information and will cooperate with IFF in any breach notification process, or investigation conducted by IFF or any of its authorized contractors.

USE OF TRADEMARKS AND DOMAIN NAMES

Vendors must not use IFF's trademarks or domain names without IFF's written authorization to do so. Any request by a Vendor to use IFF's trademarks or domain names must be submitted to the IFF Law Department and IFF Communications Department for written approval prior to use.

QUALITY

Each Vendor must meet IFF product specifications and other IFF requirements relating to the quality of products or services supplied by the Vendor. In addition, each Vendor must meet any quality and safety standards required by applicable law. All documentation provided by a Vendor relating to such products or services must accurately describe the product or service provided.

ENVIRONMENT

Vendors must comply with all applicable environmental laws, rules and regulations. As appropriate, Vendor facilities must have suitable plans for notifying local community authorities in the case of accidental discharge or release of hazardous materials or any other environmental emergency.

SUSTAINABILITY

Sustainability has long been part of the essence of how we do business at IFF. For more information about our Sustainability program, refer to IFF's latest Sustainability Report located on IFF's website at **iff.com/sustainabilityreport**.

IFF's Vendors are expected to participate in our Responsible Sourcing program which seeks to ensure ethical practices in our supply chain, reduce impact to the environment and support workers and grower communities.

REPORTING

Vendors are required to promptly report any suspected or known violations of this Vendor Code. If you have questions about this Vendor Code or believe that someone may have violated it, please contact **compliance@iff.com** or submit a concern at **iff.com/speakup**.

IFF strictly forbids retaliation against any person who in good faith raises a concern or reports possible misconduct.

MONITORING AND ENFORCEMENT

As a condition of doing business with IFF, each Vendor must comply with this Vendor Code. IFF shall have the right, but not the obligation, to monitor compliance with this Vendor Code, including the right to conduct, or have its designee conduct, unannounced inspections of Vendors' facilities and records. If IFF determines that any Vendor has violated this Vendor Code, IFF may terminate its business relationship with the Vendor or require the Vendor to implement a corrective action plan.

DUE DILIGENCE PROCESS

IFF conducts risk-based due diligence when selecting Vendors. All Vendors are required to cooperate with IFF's due diligence process and must accurately complete all questionnaires and provide any requested supplemental documentation and information in a timely manner.

NO THIRD-PARTY BENEFICIARY RIGHTS

This Vendor Code shall in no way be construed as conferring, or in any way granting rights of any kind to any Vendor or third party.

RIGHT TO MODIFY

IFF reserves the right to amend, modify or discontinue this Vendor Code at any time for any reason.