

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): January 11, 2024**

**INTERNATIONAL FLAVORS & FRAGRANCES INC.**

(Exact name of registrant as specified in its charter)

**New York**  
(State or other jurisdiction  
of incorporation)

**1-4858**  
(Commission  
file number)

**13-1432060**  
(IRS Employer  
Identification No.)

**521 West 57th Street**  
**New York, New York**

**10019**

**200 Powder Mill Road**  
**Wilmington, Delaware**  
(Address of Principal Executive Offices)

**19803**  
(Zip Code)

**(212) 765-5500**  
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value 12 1/2 cents per share	IFF	New York Stock Exchange
1.75% Senior Notes due 2024	IFF 24	New York Stock Exchange
1.800% Senior Notes due 2026	IFF 26	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**(b)**

International Flavors & Fragrances Inc. (“IFF” or the “Company”) announced on January 11, 2024 that Mr. Franklin K. Clyburn, Jr. who is currently Chief Executive Officer (“CEO”) of the Company and a director of the Company’s Board of Directors (the “Board”), will cease to serve as CEO and a director of the Board, effective February 6, 2024. Mr. Clyburn is expected to remain employed with the Company in a transitional role until March 31, 2024, and subsequently is expected to provide advisory services in a consulting role until December 31, 2024. Mr. Clyburn’s departure is a qualifying event for purposes of IFF’s Amended and Restated Executive Severance Policy (the “Executive Severance Policy”). Per the terms and conditions of the Executive Severance Policy, Mr. Clyburn is entitled to termination benefits consisting of (i) a cash separation payment equal to two times the sum of (A) Mr. Clyburn’s annual base salary plus (B) Mr. Clyburn’s target annual bonus opportunity for fiscal year 2024, prorated based upon the number of active days of employment (ii) 24 months of benefits continuation and (iii) pro-rata vesting of his outstanding restricted share unit, stock appreciation rights and performance share unit awards (with performance share units remaining subject to achievement of actual performance at the end of the applicable performance period). In addition, per the terms and conditions of Mr. Clyburn’s letter agreement with the Company, dated January 18, 2022, the sign-on equity awards granted to Mr. Clyburn on March 1, 2022 will continue to vest in full (with performance share units remaining subject to achievement of actual performance at the end of the applicable performance period). As consideration for his consulting services from April 1, 2024 through December 31, 2024, Mr. Clyburn will receive a total consulting fee of \$1,000,000, paid in equal monthly installments. In connection with the foregoing, the Company entered into a separation and transition agreement with Mr. Clyburn on January 11, 2024 (the “Clyburn Agreement”), a copy of which is attached hereto as Exhibit 10.1 and the terms and conditions of which are incorporated by reference herein.

**(c)**

On January 11, 2024, the Company announced that, effective February 6, 2024, J. Erik Fyrwald has been appointed CEO of the Company and has been appointed to serve as a director of the Board. He will also be named to the Board’s Innovation Committee and Transaction Committee. Mr. Fyrwald, 64, previously served as the CEO and executive director of the board of directors of the Syngenta Group, a leading global agriculture company, from June 2016 to December 2023, and he served as the chairman of the Syngenta Foundation from 2018 to December 2023. Mr. Fyrwald is currently a member of the board of directors of the Syngenta Group and Eli Lilly and Company.

Mr. Fyrwald does not have any family relationships with any director or executive officer of the Company, and there are no arrangements or understandings with any persons pursuant to which Mr. Fyrwald has been appointed to his position. In addition, there have been no transactions directly or indirectly involving Mr. Fyrwald that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

In connection with Mr. Fyrwald’s appointment as CEO, the Company entered into a letter agreement with Mr. Fyrwald on January 11, 2024 (the “Agreement”), a copy of which is attached hereto as Exhibit 10.2 and the terms and conditions of which are incorporated by reference herein.

Pursuant to the Agreement, Mr. Fyrwald will be entitled to the following compensation: (1) annual base salary of \$1,000,000; (2) a target annual bonus opportunity of 200% of Mr. Fyrwald’s annual base salary; (3) participation in the Company’s Long-Term Incentive Plan (the “LTIP”) with a target award opportunity for the annual 2024 grant cycle of \$10,000,000 (60% in performance share units and 40% in restricted stock units) (the “Target LTI”); and (4) as an inducement to have Mr. Fyrwald accept the offer from the Company, one-time equity awards consisting of a target award of 68,750 performance share units and 56,250 restricted stock units (the “Inducement Awards”). It is expected that the Inducement Awards will be granted on March 1, 2024 as “employment inducement awards” under the NYSE Listed Company Manual Rule 303A.08.

In the event Mr. Fyrwald's employment is terminated by the Company without "cause" or by Mr. Fyrwald for "good reason", Mr. Fyrwald will be entitled to the benefits provided in the Executive Severance Policy and to the continued vesting of the restricted stock unit portion of the Inducement Award in full on the existing vesting schedule. In addition, under the Security Agreement which is attached as Exhibit B to his Agreement and the terms and conditions of which are incorporated by reference herein, Mr. Fyrwald is subject to non-competition covenants while employed by the Company and for one year following a termination of employment, non-solicitation covenants while employed by the Company and for two years following a termination of employment, and ongoing confidentiality, cooperation and non-disparagement covenants. Mr. Fyrwald will not receive any additional compensation for his service on the Board.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<b>Number</b>	<b>Description</b>
10.1	<a href="#">Separation and Transition Agreement between International Flavors &amp; Fragrances Inc. and Franklin K. Clyburn, Jr., effective January 11, 2024</a>
10.2	<a href="#">Letter Agreement between International Flavors &amp; Fragrances Inc. and J. Erik Fyrwald, effective January 11, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

By: /s/ Jennifer Johnson  
Name: Jennifer Johnson  
Title: Executive Vice President, General Counsel and  
Corporate Secretary

Date: January 11, 2024

**SEPARATION AGREEMENT  
AND GENERAL RELEASE**

This Separation Agreement and General Release (this "Agreement"), dated as of January 11, 2024, is entered into by and between International Flavors & Fragrances Inc. (the "Company") and Frank Clyburn ("you").

1. **Termination of Employment.** This Agreement sets forth the benefits you are eligible to receive under the Company's Amended and Restated Executive Severance Policy (the "Severance Policy") as a result of your separation from the Company, as well as other benefits being provided to you and obligations you agree to comply with in connection with your separation, subject to your compliance with the terms and conditions of the Severance Policy and the terms and conditions set forth herein. You acknowledge and agree that (a) your employment with the Company or its affiliates (the "Group Companies") and (b) the offer letter between you and the Company dated January 18, 2022 will terminate effective as of the close of business March 31, 2024 (the "Separation Date"). Therefore, as of the Separation Date you will cease to be employed by the Group Companies. You acknowledge and agree that, effective as February 6, 2024 (the "Transition Date"), you will cease serving as Chief Executive Officer and as an officer of the Company and you will be deemed to have resigned from the Board of Directors of the Company (the "Board") and such other titles, roles and positions of the Group Companies as determined by the Company.

2. **Transition Services.** From the Transition Date through the Separation Date (such period the "Transition Period") you will be employed by the Company as a Senior Advisor and available on a full-time basis to provide those duties and responsibilities as requested by the Board from time to time, including ensuring a smooth integration and transition of your current responsibilities to the Company's new Chief Executive Officer and for cooperation with the Investigation (as defined in Section 10(i)). The Board may, in its sole discretion, place you on garden leave during the Transition Period.

3. **Transition and Separation Payments and Benefits.** In exchange for the releases and covenants contained in this Agreement and, with respect to the benefits described in paragraphs (b)-(g) below, the Final Release (as defined in Section 6(b)), and subject to your compliance with all of the covenants and provisions contained herein and therein, the Company agrees to provide you with the following payments and benefits, subject to the occurrence of the First Effective Date (as defined in Section 18 of this Agreement) and, with respect to the benefits described in paragraphs (b)-(g) below, the Second Effective Date (as defined in Section 18 of this Agreement). **For the avoidance of doubt, if the Second Effective Date does not occur within twenty-eight (28) days following the Separation Date, no payments or benefits will be provided to you pursuant to paragraphs (b)-(g) below.**

(a) **Salary, Perquisites and Medical Benefits during Transition Period.**

(i) **Salary.** The Company will continue to pay your current rate of base salary (\$1,300,000 annually) through the duration of the Transition Period. You acknowledge and agree that during the Transition Period, you will not be eligible to earn an annual bonus in respect of the Company's 2024 fiscal year, and except as expressly contemplated in Section 3(d) you will not be eligible to receive any long-term incentive or other equity or equity-based awards (including any new long-term incentive or other equity or equity-based awards that would have otherwise been granted in accordance with the Company's annual grant cycle for 2024).

(ii) **Medical Benefits.** You will be eligible for group medical, dental and life insurance coverage through the duration of the Transition Period.

(b) **Separation Payment.** In accordance with the Severance Policy, the Company will pay you a lump sum cash payment equal to \$3,575,000, which amount is comprised of the following: two (2) times (i) your annual base salary as of the Separation Date and (ii) your target annual incentive opportunity under the Company's Annual Incentive Plan ("AIP") for the year in which the Separation Date occurs, prorated based on your number of active days of employment during the performance period (the "Separation Payment"). The Separation Payment will be payable to you in a lump sum within sixty (60) days following the Second Effective Date.

(c) **Annual Incentive Plan Payment.** In accordance with the AIP, the Company will pay you a lump-sum cash payment which represents the 2023 annual incentive award under the AIP to which you would have been entitled to receive based on actual performance had your employment with the Company not been terminated. The AIP Payment will be payable to you in a lump sum payable on the normally scheduled payout date. Such payment shall be in full settlement of your rights under the AIP.

(d) **LTIP Awards.** In accordance with the terms of the Severance Policy, each long-term incentive award (each, an "LTIP Award") outstanding as of your Separation Date shall be governed by the terms of the LTIP Award and the applicable award agreement (the "Award Agreement").

(i) For LTIP Cycle XXII and LTIP Cycle XXIII, you will receive an LTIP Award equal to the product of (x) the actual performance achievement levels for the performance segment during which your Separation Date occurred and (y) a fraction, the numerator of which is the number of days during such performance segment preceding your Separation Date and the denominator of which is the total number of days in such performance segment. The LTIP Award will be settled based on actual performance on the original vesting date.

For the avoidance of doubt, Exhibit A to this Agreement summarizes your outstanding LTIP Awards that are covered by this Section 3(d). Your LTIP Award will be payable on the normally scheduled payout date set forth in the Award Agreement.

(e) **Continued Benefits.** For a period commencing on the first of the month immediately following your Separation Date until the earlier of (i) twenty-four (24) months following your Separation Date, (ii) the date you commence eligibility for benefits under a new employer's welfare benefit plans, and (iii) the date you attain age 65, subject to your continued co-payment of premiums, you will be eligible for continued participation of you and your eligible dependents in all medical, dental, vision and life insurance benefit plans of the Company, in each case, as may be in effect from time to time (collectively, the "Benefit Plans") (for the avoidance of doubt, Benefit Plans shall not include the Company's group accident insurance and group disability insurance), upon the same terms and conditions in effect from time to time for active employees of the Company, as determined in good faith by the Committee as such term is defined in the Severance Policy ("Benefit Continuation"). Benefit Continuation shall be provided concurrently with any health care benefit required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), to the extent applicable to you. Notwithstanding the foregoing, if the Company's providing Benefit Continuation would violate the nondiscrimination rules applicable to non-grandfathered plans, or would result in the imposition of penalties under the Patient Protection and Affordable Care Act of 2010 and the related regulations and guidance promulgated thereunder (the "PPACA"), the Committee shall have the right to amend this Section 3(e) in a manner it determines, in its sole discretion, to comply with the PPACA.

(f) **Vacation Pay.** Within 30 days following your Separation Date, the Company will make a payment to you for your accrued and unused 2024 vacation, if any.

(g) **Expenses.** You will be reimbursed for your reasonable business expenses incurred on or before your Separation Date in accordance with the Company's expense reimbursement policy as may be in effect from time to time. In addition, the Company will pay your reasonable professional fees, upon presentation of one or more invoices therefor, incurred to negotiate and prepare this Agreement and related agreements hereunder, in amount not to exceed \$20,000.

(h) **Equity Plan Benefits.**

(i) In accordance with the terms and conditions of the Company's 2021 Stock Award and Incentive Plan (the "2021 SAIP"), with respect to any of your purchased restricted stock, restricted stock units, stock-settled appreciation rights, options or other equity awards in respect of the common stock of the Company, as listed in the schedule set forth in Exhibit A (collectively, "Equity Awards") remaining outstanding as of your Separation Date:

- (A) A pro-rata portion of any Equity Award carrying a right to exercise that was not previously exercisable and vested shall remain outstanding and become vested on the applicable vesting date as though your employment with the Company had not been terminated, as set forth in the applicable award agreement; provided, however, any Equity Award subject to Code Section 409A shall become exercisable and vested in a manner compliant with Code Section 409A.
- (B) A pro-rata portion of any outstanding and unvested Equity Award shall remain outstanding and become vested on the vesting date or dates as though your employment with the Company had not been terminated, as set forth in the applicable award agreement.
- (C) The pro-rata portion of the Equity Award shall be determined by multiplying the number of unvested Equity Awards by a fraction, (x) the numerator of which is the number of days from the applicable grant date to the Separation Date and (y) the denominator of which is the number of days from the applicable grant date to the applicable vesting date.

(ii) With respect to your restricted stock units, deferred stock units, stock-settled appreciation rights and performance-based restricted stock units granted on March 1, 2022 (collectively, the "Sign-on Award"), the unvested portion of the Sign-on Award as of your Separation Date shall remain outstanding and subject to continued vesting as though your employment with the Company had not been terminated. The performance-based restricted stock unit portion of the Sign on Award shall vest subject to actual performance. The portion of the Sign-on Award carrying a right to settlement will be settled within thirty (30) days following the applicable vesting date, but in any but in any event no later than March 15<sup>th</sup> of the year following the year in which vesting occurs. The tranche of the stock-settled appreciation rights portion of the Sign-on Award (the "SSARs") that has vested as of the Separation Date will remain outstanding and exercisable until one year following the Separation Date. SSARs that become vested following the Separation Date will remain outstanding and exercisable until the first anniversary of the date on which they vest.

(i) **401(k).** If you are a participant in the Company's 401(k) plan, you will receive written correspondence from Fidelity at the beginning of the month following your Separation Date. In the meantime, if you need to contact Fidelity, they can be reached at netbenefits.com or 800 835 5095. Your contributions, and the Company's matching contributions on your behalf, to your 401(k) account will cease as of your Separation Date.

(j) **Deferred Compensation Plan.** Any amounts you have deferred under the Company's Amended and Restated Deferred Compensation Plan (the "DCP") will be paid out in accordance with the terms of the DCP.

(k) **Termination of All Other Benefits.** Except as specifically set out in this Section 3, all other benefits shall cease as of the Separation Date, including Accidental Death and Dismemberment Insurance, Vision Coverage and Short and Long-Term Disability Insurance.

4. **Payments and Satisfaction.**

(a) You acknowledge and agree that, other than as specifically set forth in this Agreement, you are not due any compensation or benefits under any benefit plan, program or policy of the Company or any of its affiliates, including without limitation compensation for unpaid salary, unpaid bonus, commissions, disability benefits, severance, or accrued or unused vacation time or vacation pay, that you have received all leave (paid or unpaid), commissions and notice period to which you are entitled, you have not worked any uncompensated time (regular or overtime), have no known workplace injuries or occupational diseases, and that no other remuneration or benefits are due to you arising from or relating to your employment with the Company or the termination of your employment.

(b) Payments under this Agreement will be made by the Company using such method of payment as it may determine in its discretion, including without limitation, by direct deposit to your bank account. Unless you advise the Company's Payroll Department in writing of any changes to your banking information, any payments by direct deposit shall be into such bank account as is currently on file with the Payroll Department.

#### **5. Consulting Services.**

(a) From the April 1, 2024 through December 31, 2024 (such period, the "Consulting Period"), the Company hereby agrees, and you hereby agree, to provide consulting services to the Company as set forth in this Section 5. During the Consulting Period, you will be available to provide services as requested by the Company in the areas of your expertise and to cooperate with the Investigation (as defined in Section 10(i)) (the "Consulting Services"). You agree to perform the Services in good faith and to the best of your ability. It is expected that your Consulting Services will be less than twenty percent (20%) of the services you provided as a full-time employee of the Company. For clarity, during the Consulting Period, you may engage in any other business, profession or occupation for compensation or otherwise that does not (i) materially interfere with your duties under this letter or (ii) result in a breach of any of the restrictive covenants contained in Section 10 of this Agreement or to which you are otherwise subject.

(b) In consideration for your performance of the Consulting Services, the Company will pay to you a total consulting fee of \$1,000,000, which will be paid to you in equal monthly installments, in arrears, during the Consulting Period.

(c) During the Consulting Period, you shall be an independent contractor of the Company, and this letter shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Company for any purpose. Except to the extent specifically authorized in advance by the Company in writing, during the Consulting Period, you (a) shall have no authority (and shall not hold yourself out as having authority) to represent, bind or act on behalf or in the name of the Company, and (b) shall not make any agreements or representations on behalf of the Company. For the avoidance of doubt, during the Consulting Period, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to employees.

#### **6. General Release and Waiver of All Claims.**

(a) In consideration of the agreements set forth herein, which you acknowledge to be good and valuable consideration for this release, you on your own behalf and on behalf of your successors, heirs, beneficiaries, agents, assigns, and representatives (collectively, the "Releasors") hereby forever voluntarily, knowingly, and willingly waive and release, to the fullest extent permitted by law, the Company and its parents, subsidiaries, predecessors, affiliated entities, successors and assigns, together with each of those entities' respective former, current and future managers, owners, officers, directors, partners, shareholders, employees, agents, representatives, fiduciaries, insurers and reinsurers, administrators, and employee benefit plans and programs, both individually and in their business capacities (collectively, the "Releasees"), from any and all claims, complaints, liabilities, grievances, causes of action, demands or rights, known, unknown or hereafter discovered, of any nature whatsoever which any Releasor now has or in the future may have against any Releasee, of whatever kind or nature arising out of any actions, inactions, conduct, decisions, behavior, or events occurring on or prior to the date you sign this Agreement, whether known, unknown or hereafter discovered, including, without limitation, any and all claims of negligence,

breach of contract, wrongful refusal to hire, wrongful discharge, invasion of privacy, attorneys' fees, violation of federal, state and local laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, age and disability, arising directly or indirectly from or related to, your employment or the termination thereof, harassment, whistle blowing or violation of federal, state and local laws that prohibit retaliation in employment. By way of example only and without limitation, this waiver and release is applicable to any claims under The National Labor Relations Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; The Employee Retirement Income Security Act of 1974, as amended (except for any vested benefits under any tax qualified benefit plan); The Immigration Reform and Control Act; The Americans with Disabilities Act; The Rehabilitation Act; The Age Discrimination in Employment Act ("ADEA"); The Older Workers Benefit Protection Act ("OWBPA"); The Lilly Ledbetter Fair Pay Act; The Occupational Safety and Health Act; The Worker Adjustment and Retraining Notification Act; The Genetic Information and Discrimination Act; The Fair Credit Reporting Act; The Family and Medical Leave Act; The Equal Pay Act; The Uniformed Services Employment and Reemployment Rights Act; The Employee Polygraph Protection Act; The employee (whistleblower) civil protection provisions of the Corporate and Criminal Fraud Accountability Act (Sarbanes-Oxley Act); the Securities and Exchange Act; the Dodd-Frank Act; and any other federal, state, local or other law, rule, regulation, constitution, code, guideline or ordinance; any public policy, contract (oral or written, express or implied), tort, or common law; or any claims for vacation, sick or personal leave pay, short term or long term disability benefits, or payment pursuant to any practice, policy, handbook or manual; or any basis for recovering costs, fees, or other expenses, including but not limited to attorneys' fees and/or costs. Further, you agree to waive all applicable State law claims, including but not limited to those set forth in Exhibit B.

(b) As of the Separation Date, you will be required to execute and deliver to the Company a Final General Release in the form of Exhibit C (the "Final Release"), and the Second Effective Date must have occurred within twenty-eight (28) days following the Separation Date, in order to obtain those benefits set forth in Sections 3(b)-(g) above.

#### **7. Exclusions from "Release and Waiver" of Claims.**

(a) You understand and agree that nothing in this Agreement limits your right to bring an action to enforce the terms of this Agreement or to bring a proceeding pursuant to the OWBPA to challenge the validity of the release of claims pursuant to the ADEA consistent with the Equal Employment Opportunity Commission Enforcement Guidance On Non-Waivable Employee Rights Under EEOC-Enforced Statutes dated April 11, 1997.

(b) You understand that the Release and Waiver contained in Section 6 above does not include a waiver of any claims, which cannot be waived by law.

(c) You understand and agree that nothing in this Agreement, or any prior agreement you may have with any Releasee, prohibits or restricts you 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 any federal law or responding to any inquiry from any such organization, including an inquiry about the existence of this Agreement or its underlying facts, without first notifying Releasees.

(d) You warrant that you have not filed any suit, charge, complaint, grievance or proceeding against any Releasee in any court of the United States or any state or local governmental subdivision thereof, or with any administrative agency or arbitration panel, concerning any claim, demand, issue or cause of action covered by this Agreement (excluding any whistleblowing or similar claim, complaint or action with any federal, state or local governmental agency).

(e) You are not waiving your right to the payments, benefits, and protections to be paid or provided pursuant to this Agreement after the date hereof.

(f) You are not waiving your right to indemnification under the Company's Articles of Incorporation or any applicable policy of insurance, bylaws, agreement of indemnity or any other applicable agreement or vehicle, in connection with your service as an employee, officer or member of the board of directors of the Company or any of its affiliates.

8. **No Admission of Wrongdoing.** By entering into this Agreement, you agree that the Releasees do not admit, but in fact deny, any wrongdoing or violation of any law. The existence and execution of this Agreement shall not be considered, and shall not be admissible in any proceeding, as an admission by the Releasees of any liability, error, violation or omission. You affirm that all of the Company decisions regarding your pay and benefits through the date you sign this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

9. **No Other Proceedings or Claims.** You affirm that you are not a party to, and have not filed, any claim, complaint, or action against any Releasee in any forum (excluding any whistleblowing or similar claim, complaint or action with any federal, state or local governmental agency). You affirm that you have not complained of, and are not aware of, any fraudulent activity or any acts which would form the basis of a claim of fraudulent or illegal activity by the Company or any of its officers, and that you have disclosed to the Company any information you have concerning any conduct involving the Company, any of its affiliates or any of their respective employees that you have any reason to believe may be unlawful. You further acknowledge and agree that as of the date you sign this Agreement: (i) you have advised the Company of all facts of which you are aware that you believe may constitute a violation of the Company's Code of Business Conduct and Ethics (the "Conduct Code"), compliance policies, and/or legal obligations, including under the U.S. federal securities laws; (ii) the Company has resolved those issues to your satisfaction; (iii) you are not aware of any current violations of the Conduct Code, compliance policies, or legal obligations, including those under the U.S. federal securities laws; and (iv) you have not suffered any adverse action as a result of your conduct in this regard.

#### 10. **Restrictive Covenants.**

(a) **Security Agreement.** You acknowledge that, at the time you became employed, you signed a Security Agreement, a copy of which is attached hereto as Exhibit D and fully incorporated into this Agreement by reference. You represent that you have fully abided by and will continue to be bound by the terms and conditions of the Security Agreement.

(b) **Exiting Employee Acknowledgment/Certification.** You acknowledge that you have continuing obligations under the Exiting Employee Acknowledgment/Certification. A copy of the Exiting Employee Acknowledgment/Certification is attached as Exhibit E and is incorporated into and considered a part of this Agreement.

(c) **Non-Disparagement.** Subject to your rights contained in Section 7, you agree not to directly or indirectly take any actions or make any statements that criticize, ridicule, disparage or are otherwise derogatory to the Company or any of the Releasees (as defined in Section 6) or any of their respective products or services, financial status or businesses, or that damage or is intended to damage the Company or any of the Releasees in any of their respective business relationships, or encourage the making of such statements or the taking of such actions by someone else. The Company agrees to instruct its directors and senior executive officers not to directly or indirectly take any actions or make any statements that criticize, ridicule, disparage or are otherwise derogatory of you or that damage or are intended to damage you in any of your business relationships.

(d) **Confidential and Proprietary Information.** You acknowledge and agree that you are bound by the confidentiality provisions set forth in your Equity Documents (as defined below), your Security Agreement and Section 9 of the Severance Policy, as in effect on the Separation Date. For the avoidance of doubt, the following confidentiality provisions apply:

(i) You agree to refrain from directly or indirectly disclosing any Confidential Information to any person or using, selling or otherwise transferring any Confidential Information for your own benefit or the benefit of any third party. “Confidential Information” refers to confidential, proprietary or commercially sensitive information relating to the Company or its affiliates or their employees, board members, customers, vendors, or other business partners and their businesses, operations, or affairs, including, without limitation, information relating to finances, insurance, business strategy and plans, claims, products, formulations, protocols, processes, designs, formulae, ideas, know-how, test methods, evaluation techniques, patents, trade secrets, scientific or technical data, regardless of the form in which it is maintained or provided, orally or in writing, whether prepared by the Company, a third party or you, together with all analyses, compilations, notes and other documents. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit or limit you from reporting suspected violations of law to any governmental authority, or from making other disclosures protected by law.

(ii) You further agree that the terms of this Agreement shall be considered Confidential Information and that prior to this Agreement becoming publicly available, you shall not disclose any information contained in this Agreement to any person, other than, (i) your immediate family members, (ii) as required by law, (iii) with the express written authority of the Company, (iv) for the purposes of obtaining confidential accounting, financial or legal advice, or (v) for the purposes of enforcing this Agreement. If you do tell your lawyer, financial advisor or immediate family members about this Agreement or its contents, you must immediately tell each such individual that he or she must keep such information confidential as well. Notwithstanding the foregoing, you shall be permitted to disclose the covenants contained in this Section 10 to any prospective employers. Except as provided in the preceding sentence, upon inquiry regarding the subject matter contained in this Agreement or regarding the Agreement, you shall either not respond or state only that the matter has been resolved.

(iii) You further acknowledge and agree that in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. You acknowledge and agree that if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company’s trade secrets to your attorney and use the trade secret information in the court proceeding if you (a) file any document containing the trade secret under seal, and (b) do not disclose the trade secret, except pursuant to court order.

(e) **Non-Solicitation**. You acknowledge and agree that you are bound by the non-solicitation provisions set forth in your Equity Documents, your Security Agreement and Section 9 of the Severance Policy, as in effect on the Separation Date and such provisions are incorporated into and considered a part of this Agreement.

(f) **Non-Compete**. You acknowledge and agree that you are bound by the restrictions on competition set forth in your Equity Documents, your Security Agreement, Section 9 of the Severance Policy, as in effect on the Separation Date (collectively, the “Non-Compete Restrictions”) and such Non-Compete Restrictions are incorporated into and considered a part of this Agreement.

(g) **Return of Company Property**.

(i) As of your Separation Date, and before the Company is obligated to make any payments to you or provide you with any benefit pursuant to this Agreement, and except as otherwise mutually agreed between you and the Company in writing relating to the performance of the Consulting Services during the Consulting Period pursuant to Section 5 of this Agreement, you shall return to the Company all property of the Company and its affiliates, customers and vendors in your possession or control, including without limitation, all materials, work product or documents containing or pertaining to Confidential Information, and including without limitation, any Company

car, all computers (including laptops), cell phones, keys, PDAs, Blackberries, iPhones, Androids, iPads, credit cards, printers, facsimile machines, televisions, card access to any Company building, parking passes, office keys, customer lists, reports, files, e-mails, work papers, memoranda, notes, formulae, tapes, programs, records and software, computer access codes or disks, internal or external hard drives, thumb drives, instructional manuals, and other similar materials or documents which you had access to, used, received or prepared, helped prepare or supervised the preparation of in connection with your employment with the Company (collectively, "Company Property"). Notwithstanding the foregoing, the Company agrees that you shall be permitted to retain your Company mobile phone, laptop, iPad and related peripherals, provided that it is cleansed and purged by the Company's IT Department of all Confidential Information.

(ii) You hereby represent, warrant, and agree that you (i) have not retained and will not retain any copies, duplicates, reproductions or excerpts of and have not used, recreated or reproduced (other than in the proper performance of your duties to the Company) and will not use, recreate or reproduce any Company Property, (ii) have not transmitted or stored and will not transmit or store any Company Property to or on any personal electronic messaging systems or devices, and (iii) have not transmitted and will not transmit any Company Property to any unauthorized person or store the same on any unauthorized person's electronic messaging system or device. Personal electronic messaging systems and devices include, but are not limited to, personal computers, laptops, e-mail accounts, internal or external hard drives, thumb drives, cell phones, smartphones or other wireless devices, iPads, iPhones, Blackberries, facsimile machines, instant messaging systems, or copy machines.

**(h) Intellectual Property / Work Product**

(i) For the purposes of this clause, "Intellectual Property" includes all Confidential Information, inventions whether patentable or not, patents, trademarks, formulae, service marks, designs, design rights, copyrights, utility models, applications for registration of any of the foregoing and the rights to apply for them in any part of the work, drawings, computer programs, trade secrets, processes, ideas, know-how and rights of a like nature arising or subsisting in the work, whether registered or unregistered.

(ii) You agree that all of your work product, including all Intellectual Property, whether created solely or jointly with others, and including any moral rights therein, given, disclosed, created, developed or prepared in connection with your employment with the Company, shall be the sole and exclusive property of the Company. In the event that any such Intellectual Property or other work product does not vest by operation of law as the sole and exclusive property of the Company, you hereby irrevocably assign, transfer and convey to the Company, exclusively and perpetually, all right, title and interest which you may have or acquire in and to such Intellectual Property or other work product throughout the world. The Company and its affiliates or their designees shall have the exclusive right to make full and complete use of, and make changes to, all Intellectual Property or other work product without restrictions or liabilities of any kind, and you shall not have the right to use any such materials, other than within the legitimate scope and purpose of your employment with the Company. You affirm that you have disclosed to the Company the creation or existence of any Intellectual Property or other work product and agree to take whatever additional lawful action may be necessary, and to sign whatever documents the Company may require, in order to secure and vest in the Company or its designee all right, title and interest in and to any Intellectual Property or other work product and any industrial or Intellectual Property rights therein (including full cooperation in support of any Company applications for patents and copyright or trademark registrations). To the extent additional nominal consideration is required pursuant to applicable law, you agree that such nominal consideration shall be sufficient for the assignments described above.

(i) **Cooperation**

(i) You acknowledge and agree that you are bound by the cooperation provisions set forth in your Equity Documents and Section 9 of the Severance Policy, as in effect on the Separation Date. You agree to make yourself available to testify on behalf of the Company in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to provide necessary information and meet and consult with members of management or other representatives of, or counsel to, the Company as reasonably requested.

(ii) Without limiting the foregoing, you acknowledge that the Company and the Group Companies have been involved in various proceedings launched in March 2023 by certain competition and enforcement authorities in the United States, United Kingdom, Switzerland and before the EU Commission (together, the “Authorities”) and the Company and the Group Companies may be involved in other procedures conducted by other competition or enforcement authorities (the “Other Competent Authorities”) in other jurisdictions for similar facts (together, the “Investigation”). You agree, as from the date of this Agreement, to fully and promptly cooperate in good faith with the Company, the Group Companies and their legal counsel in any matter concerning the Investigation.

1. You agree and undertake to provide all documents in your possession and all information in your knowledge, in compliance with applicable laws, upon request from the Company, the Group Companies, their legal counsel, or the Authorities or any Other Competent Authority, and undertake to cooperate fully, at the request of the Company or any Group Company, in the investigation.
2. You agree to attend any meetings or interviews upon request from the legal counsel of the Company or the Group Companies or the Authorities or any Other Competent Authority, anywhere within that Authority’s jurisdiction, and to provide full answers to all questions concerning your duties within the Company or the Group Companies (the “Duties”) or, more generally, your business activities within the Group Companies and the business activities operated by it, in a frank and honest manner, in compliance with applicable laws.
3. You also undertake to cooperate with the Company and any Group Company in connection with any claim or court action brought against the Company or any Group Company in whole or in part for any alleged violation of the antitrust laws (“Derivative Actions”), including, but not limited to, providing testimony at trial or deposition, in compliance with applicable laws.
4. You shall not cooperate, including serving as a consultant or expert, with any claimant acting against the Company or any Group Company, except as authorized or requested by the Company or any Group Company, as the case may be, or as may be required by applicable law. In the event such cooperation is requested, you shall immediately inform the Company or Group Company, as the case may be.
5. In the event you receive a cooperation request or have any other communication with one of the Authorities, or any Other Competent Authority, in connection with the Investigation, you shall, to the extent permitted by applicable law, immediately inform the Company or Group Companies.
6. This cooperation undertaking will end upon definitive expiration of the current or future proceedings related to the Investigation undertaken by the Authorities or any Other Competent Authority, or any Derivative Actions.
7. Furthermore, to the maximum extent permitted by the by-laws of the Company and applicable law, the Company undertakes to advance and indemnify your reasonable legal fees and related costs pertaining to the Investigation or Derivative Actions in any jurisdiction, as well as reasonable and properly documented and invoiced expenses for travel, meals and/or overnight stays required for the purposes of the Investigation, and this Agreement shall constitute the undertaking required pursuant to the by-laws of the Company.

8. Each party to this Agreement may immediately terminate this Section 10(i)(ii), without prior notice, in the event of material breach by the other party of its or his undertakings hereunder (a "Breach"). If either party commits a Breach, prior to termination of this Section 10(i)(ii), where there is a reasonable possibility of a Breach being cured, the Breach shall be notified to the defaulting party. The defaulting party shall have seven (7) calendar days after the date of the notification (the "Cure Date") to cure the Breach. If the Breach is not cured, termination of this Section 10(i)(ii) will take effect as of the Cure Date. If there is no reasonable possibility of a Breach being cured, the termination of this Section 10(i)(ii) will be notified to the defaulting party and will take effect as of the date of the notification.

(j) **Compliance with Company Policy.** You represent that, during your employment with the Company, you have not engaged in willful misconduct or violation of a Company policy that is materially detrimental to the Company or in any action or inaction that would constitute grounds for being terminated for Cause, as such term is defined in the Severance Policy. Furthermore, you hereby acknowledge and agree that following your Separation Date you shall continue to be subject to, and comply with, the Company's Insider Trading Policy (including, without limitation, the Window Period Policy for the Purchase and Sale of Company Securities by Certain Employees and Directors) and U.S. securities laws applicable to trading on material non-public information, as well as the Company's Policy for the Recovery of Erroneously Awarded Compensation.

(k) **Execution of Documentation.** You agree to execute any other documentation reasonably requested by the Company from time to time, and to deliver the same to the Company within such time as may be reasonably specified by the Company.

(l) **No Conflict.** You represent that, during your employment with the Company, you have not directly or indirectly, acting alone or with others, engaged in any activity or work that conflicts or competes with the Company's business, including, without limitation, becoming employed by, rendering services for, engaging in business with, serving as an agent or consultant to, or becoming a partner, member, principal, stockholder or other owner of, (i) any service that competes with those products or services offered by the Company, or (ii) any customer or vender of the Company that you have a direct working relationship with, provided that you were permitted to hold one percent or less interest in the equity or debt securities of any publicly traded company during your employment with the Company.

(m) **Resignation upon Termination.** This Agreement represents your resignation as Chief Executive Officer, as an officer of the Company and from all board and board committee memberships, effective as of the Transition Date. You agree to execute and return to the Company, within two (2) business days following the Transition Date, a letter in the form attached as Exhibit E, which separately confirms your resignation from such positions. You hereby agree to cooperate with the Company in executing any corporate documentation reasonably requested by the Company from time to time, and to deliver the same to the Company within such time as may be reasonably specified by the Company, to effectuate any such resignation; provided that such documentation does not impair any of your rights pursuant to this Agreement.

#### **11. Breach, Equitable Relief and Forfeiture.**

(a) You and the Company hereby agree that the period and geographical areas of restriction imposed upon you by the provisions of Section 10 of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. You acknowledge and agree that a breach by you of Section 10 of this Agreement shall be deemed a material breach of this Agreement and that remedies at law will be inadequate to protect the Company and its affiliates

in the event of such breach. Without prejudice to any other rights and remedies otherwise available to the Company, you agree to the granting of injunctive relief in the Company's favor in connection with any such breach or violation without proof of irreparable harm plus, if the Company prevails, its legal fees and costs to enforce these provisions. You expressly waive any security or bond that might otherwise be required in connection with such relief.

(b) You further acknowledge and agree that the Company's obligation to make any payments to you or provide you with any benefit or right pursuant to this Agreement is subject to your compliance with your obligations under Section 10, and that in the event of a breach by you of this Agreement, (i) you shall be obligated to immediately repay to the Company all amounts and benefits theretofore paid to or received by you pursuant to this Agreement; and/or (ii) you shall forfeit any further payments or benefits under this Agreement.

(c) You further acknowledge and agree that you are subject to the terms of Section 9(b)(i) and (b)(ii) of the Severance Policy, pursuant to which you may be required to repay to the Company some or all of the payments made to you under this Agreement. You hereby agree to repay to the Company any such amounts as are determined by the Company under Section 9(b)(i) and 9(b)(ii) of the Severance Policy in the event such event occurs.

(d) You further acknowledge that under the terms of the 2021 SAIP and your other applicable award agreements (collectively, the "Equity Documents"), if you fail to comply with your obligations under Section 32(b) of the 2021 SAIP, including the non-competition, non-solicitation, confidentiality and cooperation obligations thereunder, or if a restatement or misstatement of the Company's financial statements is required, some or all of your AIP, LTIP Award, Equity Choice Program and other stock-based or cash awards may be subject to forfeiture or repayment in accordance with the terms of the respective award agreements.

12. **Taxes.** You agree that you are responsible for all applicable taxes and contributions relating to the payments and benefits under this Agreement and that all payments and benefits under this Agreement shall be subject to applicable taxation deductions and withholdings. You understand and agree that the Company is providing you with no representations regarding tax obligations or consequences that may arise from this Agreement.

### 13. **Assignment; Severability.**

(a) You expressly agree that this Agreement shall be assignable by the Company to a successor to any of the businesses of the Company and you hereby expressly consent to such assignment.

(b) In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, including the restrictions in Section 9 but excluding the general release language, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. If the general release language is found to be illegal or unenforceable, you agree to execute a binding replacement release. In the event that one or more terms or provisions of this Agreement are deemed invalid or unenforceable by the laws of New York or any other state or jurisdiction in which it is to be enforced, by reason of being vague or unreasonable as to duration or geographic scope of activities restricted, or for any other reason, the provision in question shall be immediately amended or reformed to the extent necessary to make it valid and enforceable by the court of such jurisdiction charged with interpreting and/or enforcing such provision. You agree and acknowledge that the provision in question, as so amended or reformed, shall be valid and enforceable as though the invalid or unenforceable portion had never been included herein.

14. **Entire Agreement and Waiver.** Effective as of the Separation Date, this Agreement (including all attachments and schedules hereto, including the Final Release) constitutes the entire agreement between you and the Company with respect to the termination of your employment, and supersedes all other correspondence, offers, proposals, promises, agreements or arrangements relating to the subject matter contained herein (including, without limitation, your offer letter dated January 18, 2022 between you and the Company and the Severance Policy). The failure of any party to at any time enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provisions, nor in any way affect the validity of this Agreement or any provision hereof or the right of either of the parties to thereafter enforce each and every provision of this Agreement. You acknowledge that you have not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement, including the Exhibit(s) that are incorporated herein in their entirety.

15. **No Modification.** This Agreement may not be changed unless the changes are in writing and signed by you and an authorized representative of the Company.

16. **Notice.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the parties at the following address: (a) for the Company: Executive Vice President, General Counsel, 521 West 57th Street, New York, NY 10019-2960; and (b) for you, the most recent address on file for you.

17. **Governing Law.** The terms of this Agreement shall for all purposes be enforced, governed by, and construed in accordance with the laws of the State of New York except to the extent governed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

18. **Acknowledgments.** By signing this Agreement, you acknowledge that:

(a) You have carefully read and understand this Agreement;

(b) The Company has advised you in writing to consult with an attorney of your choosing before signing this Agreement and you have, in fact, retained and been represented by legal counsel of your own choosing in connection with, and before signing, this Agreement, and that the time afforded to you to consider the terms of this Agreement has provided you with a full and fair opportunity to thoroughly discuss all aspects of your rights and this Agreement with an attorney;

(c) You acknowledge that you have had a reasonable period of twenty-one (21) calendar days (the "Review Period") to review and consider this Agreement before signing it. You understand that you may use as much of the Review Period as you wish before signing this Agreement. If you sign this Agreement prior to the expiration of the Review Period, you are acknowledging that you have voluntarily and knowingly waived the remainder of the Review Period with respect to such claims, and that the decision to accept a shortened period of time was not induced by the Company or any released party;

(d) You understand the consequences of entering into this Agreement, including with respect to the restraints in Section 10 and the release and waiver in Section 6, that this Agreement is **LEGALLY BINDING** and by signing it you give up certain rights;

(e) You understand that, following your execution of the Agreement, you will have a period of seven (7) calendar days to revoke this Agreement by delivering written notification addressed to the Company's Executive Vice President and General Counsel, 521 West 57th Street, New York, NY 10019-2960, no later than the close of business on the seventh (7th) calendar day after you sign it (except that if the seventh (7th) calendar day after you sign the Agreement falls on a Saturday, Sunday or holiday observed by the Company, you shall have until the conclusion of the immediately next business day) (the "First Revocation Period"). For purposes of this Agreement, the "First Effective Date" as used herein shall mean the first (1st) calendar day after the First Revocation Period expires without you revoking the Agreement.

(f) You understand that, following your execution of the Final Release, you will have a period of (7) calendar days to revoke the Final Release by delivering written notification addressed to the Company's Executive Vice President and General Counsel, 521 West 57th Street, New York, NY 10019-2960, no later than the close of business on the seventh (7th) calendar day after you sign it (except that if the seventh (7th) calendar day after you sign the Final Release falls on a Saturday, Sunday or holiday observed by the Company, you shall have until the conclusion of the immediately next business day) (the "Second Revocation Period"). For purposes of this Agreement, the "Second Effective Date" as used herein shall mean the first (1st) calendar day after the Second Revocation Period expires without you revoking the Final Release.

(g) As set forth in Section 6 herein, you KNOWINGLY AND VOLUNTARILY RELEASE the Releasees from any and all claims you may have, known or unknown, as of the date you sign this Agreement, in exchange for the benefits you have obtained in the Agreement, and that these benefits are in addition to any benefit you would have otherwise received if you did not sign this Agreement;

(h) If you refuse to sign this Agreement within the Review Period or revoke this Agreement during the Revocation Period, this Agreement will not be effective and enforceable and you will not receive any of the payments or benefits set forth in Section 3, other than those you have a right to receive by law, if any; and

(i) You have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign it by any person or party.

19. **Counterparts.** This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. You or the Company may execute this Agreement by executing any counterpart.

*[Signature Page Follows]*

IN WITNESS WHEREOF, you and the  
above.

Company hereto knowingly and voluntarily executed this Agreement as of the date first written

FRANK CLYBURN

INTERNATIONAL FLAVORS & FRAGRANCES INC.

/s/ Frank Clyburn

/s/ Jennifer Johnson

Jennifer Johnson  
EVP & General Counsel

January 11, 2024

January 11, 2024

Date

Date

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**EXHIBIT A**

**SUMMARY OF OUTSTANDING EQUITY AWARDS**

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**EXHIBIT B**

**STATE LAWS**

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EXHIBIT C

FINAL GENERAL RELEASE

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**EXHIBIT D**

**IFF SECURITY AGREEMENT**

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**EXHIBIT E**

**EXITING EMPLOYEE CERTIFICATION/ACKNOWLEDGMENT FORM**

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**EXHIBIT F**

**FORM OF RESIGNATION LETTER**

January 11, 2024

**Personal & Confidential**

J. Erik Fyrwald

*At the address on file with the Company*

Dear Erik,

I am very pleased to confirm our offer of employment for the position of Chief Executive Officer at International Flavors & Fragrances Inc. ("IFF" or the "Company") in accordance with the terms of this letter agreement ("Agreement"). You will report to the Board of Directors of IFF (the "Board") and work at our New York, NY location. On the Commencement Date, you will be appointed a member of the Board and thereafter nominated annually to serve as a director during your period of employment with the Company. Additionally, you may engage in charitable and civic activities, and serve on one for-profit company board of directors, provided that such activities do not interfere with your duties with or responsibilities to the Company. In addition to your service as a Director at IFF, you will be permitted to serve as a Director on one other Board. You will resign from all other director positions as soon as practicable, but in no event later than the end of 2024. As a trusted and critical leader, I look forward to partnering with you to transform our industry and achieve our objectives.

Other terms of your employment with us are as follows:

1. **Effective Date.** Employment in your new role will commence on February 6, 2024 ("Commencement Date").
2. **Base Salary.** Your annual base salary will be \$1,000,000 ("Base Salary"). Future adjustments of your salary will be determined by the Board based on your performance.
3. **Vacation.** You will be eligible for four weeks of paid vacation annually (plus holiday break), of which up to five unused vacation days can be carried over and will accrue future vacation in accordance with the applicable vacation policy as in effect from time to time. Upon a termination of your employment for any reason, you will receive payment for any accrued unused vacation in accordance with the terms and conditions of the Company's applicable vacation policy as in effect from time to time.
4. **Annual Bonus.** You will be eligible to receive an annual cash bonus award (the "Annual Bonus") for each fiscal year ending during the period you are employed by the Company. The Annual Bonus shall be governed by the terms and conditions of the Company's Annual Incentive Plan (the "AIP"). You shall be eligible to earn a target Annual Bonus equal to 200% of your Base Salary for the relevant fiscal year (the "Target Bonus"), if the Company achieves the target performance goals established by the Board for such fiscal year. Your Annual Bonus could be higher or lower than the Target Bonus depending on the Company's performance and/or your individual performance, with the maximum bonus potential equal to 200% of target. Your 2024 target Annual Bonus will not be pro-rated. The Annual Bonus for each fiscal year shall be payable at the time annual bonuses are paid to other eligible participants of the Company in accordance with the terms of the AIP. The specific terms of your Annual Bonus awards will be governed by the AIP award agreements relating to each award and you will be required to accept your Annual Bonus and agree to the terms and conditions thereof by signing an AIP award agreement each year. The Annual Bonus (including your Target Bonus) is a discretionary, non-contractual benefit which, subject to the requirements of a Good Reason termination under the Executive Severance Plan, may be amended or withdrawn at any time.
5. **Long-Term Incentive Plan.** You will be eligible to receive an annual long-term incentive award ("LTIP Award"), which shall be determined and payable in accordance with the Company's Long-Term Incentive Plan (the "LTIP") under the Company's 2021 Stock Award and Incentive Plan (the "2021 SAIP"), as such plan may be amended from time to time. Your total target award under the LTIP for the 2024 plan year will be \$10,000,000, 60% of which will be performance share units and 40% of which will be restricted stock units. Any awards under the LTIP for future years shall be at the sole discretion of the Board. The specific terms of your awards under the LTIP will be governed by the award agreements relating to each award, and you will be required to accept and agree to the terms and conditions thereof by signing the award agreements each year. The awards under the LTIP are discretionary, non-contractual benefits, which may be amended or withdrawn at any time.

6. **One-Time Inducement Equity Grants.** You will receive the following one-time inducement awards with the vesting schedule shown in Exhibit A: a target award of 68,750 performance share units and 56,250 restricted stock units (collectively, the “Inducement Awards”). Upon a termination without Cause, with Good Reason or due to Disability (each as defined in the Executive Severance Policy, with “Good Reason” as modified below) or death, the restricted stock unit portion of the Inducement Award will continue to vest in full on its existing vesting schedule, subject to continued compliance with the restrictive covenants in the Security Agreement. Each Inducement Award shall be governed by the terms and conditions of the Company’s 2021 SAIP, as such plan may be amended from time to time, and an award agreement which will further describe the terms and conditions of such Inducement Award in addition to the terms above, and which you will be required to accept and acknowledge for such Inducement Award to become effective. The Inducement Awards are anticipated to be granted on the first business day of the month following your Commencement Date.
7. **Share Retention.** You are subject to the applicable ownership level under the Company’s Share Retention Policy, as amended from time to time.
8. **Perquisites.** You will be eligible for an annual perquisite allowance of \$20,000 to be used in any combination across the following categories: personal financial counseling and income tax preparation, health and fitness and legal and estate planning, subject to the terms and conditions of the applicable Company policy in effect from time to time.
9. **Car Benefit.** During your employment with the Company, you will be entitled to receive an annual allowance of \$25,000 to be used towards the purchase or lease of a vehicle of your choice. Notwithstanding anything herein to the contrary, the car benefit is subject to, and contingent upon, your continued employment with the Company.
10. **Employee Benefits; Expenses.** You will be eligible to participate in the employee benefit plans and programs maintained by IFF from time to time for other similarly situated employees at your location and job level, in each case, in accordance with their terms and conditions then in effect. You will be entitled to reimbursement of your unreimbursed business expenses incurred during your employment with the Company in accordance with the terms and conditions of the applicable Company policy. The Company will pay your reasonable professional fees, upon presentation of one or more invoices therefor, incurred to negotiate and prepare this Agreement and related agreements hereunder, in amount not to exceed \$20,000.
11. **Relocation.** The Company will pay or reimburse you for the relocation expenses described in its U.S. Domestic Relocation Policy for homeowners Level 8 to Executive, dated October 29, 2021, and made a part hereof, with temporary housing modified to be up to 90 days, in connection with your move. Enclosed is a description of, and conditions and limitations relating to, the relocation benefits applicable to you.
12. **Compliance with Company Policies.** You hereby agree to comply with all Company policies, procedures, rules and regulations applicable to you, including without limitation, the Company’s Code of Business Conduct and Ethics, the Drug and Alcohol Policy, the Confidential and Proprietary Information Policy, the Insider Trading Policy (including Window Period Policy for the Purchase and Sale of Company Securities by Certain Employees and Directors), the Policy for the Recovery of Erroneously Awarded Compensation and the Conflict of Interest Policy (collectively, the “Policies”), in each case, as they may be amended from time to time in the Company’s sole discretion.
13. **Security Agreement.** This offer of employment is contingent upon your execution of the enclosed Security Agreement concerning the protection of Company confidential information, intellectual property rights, and other restrictive covenants in the form attached as Exhibit B. You acknowledge that you have executed and delivered the Security Agreement to the Company with this Agreement.

14. **At Will Employment.** You agree and acknowledge that this Agreement does not guarantee or promise any particular period of future employment to you. Your employment with the Company is on an “at will” basis and may be terminated by the Company or by you at any time for any reason upon written notice, without any obligation owing by the Company, except as may be provided in the Company’s Executive Severance Policy, as amended, at the Tier I: Chief Executive Officer level, as in effect at the time of termination and otherwise stated herein. You acknowledge a copy of the Executive Severance Policy, as amended, has been provided to you. Notwithstanding any provision of the Executive Severance Policy to the contrary: (a) clause (ii) of the definition of “Good Reason” in the Executive Severance Plan shall also include a material diminution in reporting responsibilities and removal from or failure to renominate you to the Board at any time; provided, that such removal does not include (i) removal as result of a failed shareholder vote or (ii) removal from the Board for Cause, (b) upon termination without Cause or for Good Reason, you will be entitled to receipt of (i) any unpaid annual bonus earned based on actual performance for the year preceding the year in which your termination occurs, and (ii) any vested performance share units earned based on actual performance, pursuant to the Inducement Award or otherwise, if your termination occurs following the completion of the performance segment in which such performance share units vested but prior to the settlement of such performance share units, (c) any arbitration under Section 13(f) shall be conducted under the American Arbitration Association’s rules governing employment disputes, and (d) any amendment or termination of the Executive Severance Policy materially adverse to you shall be disregarded to the extent becoming effective prior to the third anniversary of the Commencement Date.
15. **Data Protection & Privacy.** You acknowledge that the Company, directly or through its affiliates, collects and processes data (including personal sensitive data and information retained in email) relating to you. You hereby consent to such collection and processing and, by signing this Agreement, acknowledge that you authorize such activities. To ensure regulatory compliance and for the protection of its employees, customers, vendors and business, the Company reserves the right to monitor, intercept, review and access telephone logs, internet usage, voicemail, email and other communication facilities provided by the Company which you may use during your employment with IFF. The Company will use this right of access reasonably, but it is important that you are aware that all communications and activities on our equipment or premises cannot be presumed to be private.
16. **Entire Agreement.** This Agreement, including the Security Agreement and any schedules, attachments or addenda, constitutes the entire agreement between you and the Company with respect to your employment and supersedes all prior correspondence, offers, proposals, promises, offer letters, agreements or arrangements relating to the subject matter contained herein.
17. **Modification.** The terms of this Agreement may not be changed unless the changes are approved in writing by an authorized representative of the Company.
18. **Governing Law.** The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
19. **Withholding.** Payments of Base Salary and other compensation and benefits will be subject to all applicable taxes and other withholdings, and the Company may withhold all such taxes and other withholdings from any payments made to you as required by law. In addition, if at any time any amounts are owed and payable by you to the Company, it is agreed that, to the extent permissible, the Company may deduct such sums from time to time owed from any payment due to you from the Company.
20. **409A Compliance.**
  - (a) **General.** It is the intention of both the Company and you that the benefits and rights to which you could be entitled pursuant to this Agreement comply with Section 409A of the Internal Revenue Code, the Treasury Regulations and other guidance promulgated or issued thereunder (“Section 409A”), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If you or the Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, you or the Company shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on you and on the Company).

- (b) **Distributions on Account of Separation from Service.** If and to the extent required to comply with Section 409A, no payment or benefit required to be paid under this Agreement on account of termination of your employment shall be made unless and until you incur a “separation from service” within the meaning of Section 409A.
- (c) **No Acceleration of Payments.** Neither the Company nor you, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.
- (d) **Treatment of Each Installment as a Separate Payment and Timing of Payments.** For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which you are entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.
- (e) **Taxable Reimbursements and In-Kind Benefits.** Any reimbursements by the Company to you of any eligible expenses under this Agreement that are not excludable from your income for federal income tax purposes (the “Taxable Reimbursements”) shall be made by no later than the earlier of the date on which they would be paid under the Company’s normal policies and the last day of the taxable year of the employee (you) following the year in which the expense was incurred. The amount of any Taxable Reimbursements, and the value of any in-kind benefits to be provided to you, during any taxable year of the employee (you) shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of the Employee (you). The right to Taxable Reimbursement, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit.
- (f) **Postponement of Payment if a Specified Employee.** To the extent any amounts payable upon your separation from service are nonqualified deferred compensation under Section 409A taking into account all applicable exceptions, and if you are at such time a “specified employee” thereunder, then to the extent required under Section 409A payment of such amounts shall be postponed until six (6) months following the date of your separation from service (or until any earlier date of your death), upon which date all such postponed amounts shall be paid to you in a lump sum, and any remaining payments due under the Agreement shall be paid as otherwise provided herein or other applicable plan or agreement.

Erik, I hope you share in my excitement on the path IFF is taking to become the global leader in high-value ingredients and solutions for Food & Beverage, Home & Personal Care and Health & Wellness. I look forward to working with you to achieve our goals in 2024 and beyond.

Please sign the enclosed copy of this letter and return it, together with the accompanying Security Agreement to me. Please feel free to call me if you have any questions.

*[Signature Page Follows]*

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Your sincerely,

/s/ Roger W. Ferguson, Jr.

\_\_\_\_\_  
Roger W. Ferguson, Jr.

Agreed and Accepted by:

/s/ J. Erik Fyrwald

\_\_\_\_\_  
J. Erik Fyrwald

**EXHIBIT A**Award  
Performance Share Units

Number of Shares 68,750 (target)	Terms		
	<i>Dividend-Adjusted Ending Stock Price \$</i>	<i>PSU Funding % of Target</i>	<i># of PSUs Earned</i>
	<\$106.48	0%	0
	\$106.48	50%	34,375
	\$113.91	100%	68,750
	\$121.67	150%	103,125
	\$138.25	200%	137,500
	≥ \$156.25	250%	171,875

- Minimum funding of 50% of target if (1) the Company's 3-year Relative TSR is at or above the 67<sup>th</sup> percentile of S&P 500 companies and (2) the Company's 3-year Absolute TSR is positive.
- Dividend Adjusted Ending Stock Price is calculated as the sum of (x) the average closing price for the 20 consecutive trading days preceding March 1, 2027 (the "Measurement Date") plus (y) the aggregate value of any dividends paid or declared on IFF shares between March 1, 2024 (the "Grant Date") and the Measurement Date (assuming such dividends are reinvested in IFF shares).
- Relative TSR is calculated by measuring the change in the market price of a share of IFF common stock plus dividends paid or declared (assuming such dividends are reinvested in IFF shares) for the Company and the S&P 500 companies (as determined on the Grant Date) between the Grant Date and the Measurement Date. The market price for purposes of calculating the TSR of IFF shares and the S&P 500 companies is determined based on the average closing price per share of the applicable company over the period of 20 consecutive trading days preceding the Grant Date and the Measurement Date.
- Absolute TSR is calculated by measuring the change in the market price of a share of IFF common stock plus dividends paid or declared (assuming such dividends are reinvested in IFF shares) between the Grant Date and the Measurement Date. The market price for purposes of calculating the TSR of IFF shares is determined based on the average closing price per share of Company common stock over the period of 20 consecutive trading days preceding the Grant Date and the Measurement Date.
- Upon termination without cause, with good reason, or due to disability (each as defined in the Executive Severance Policy, as modified by this Agreement) or death, each a "Qualifying Termination"), vesting will accelerate on a pro-rated basis (number of full months worked divided by 36 months) based on actual performance through the date of termination.
- In the event of a change in control as defined in the Executive Severance Policy, the performance share units will be converted into a number of time-based restricted stock units based on actual performance as of the date of the change in control. As restricted stock units, in the event of a Qualifying Termination following such change in Control, the restricted stock units will vest in full as of the date of termination and will be settled as soon as reasonably practicable thereafter in accordance with the terms and conditions of the LTIP.

- 3-year cliff vesting.
- In the event of a Qualifying Termination, the restricted stock units will continue to vest in full on the existing vesting schedule.
- In the event of a Qualifying Termination following a change in control, as defined in the Executive Severance Policy, vesting will accelerate in full as of the date of termination and will be settled as soon as reasonably practicable thereafter in accordance with the terms and conditions of the LTIP.

**EXHIBIT B**

**CONFIDENTIAL**

**IFF SECURITY AGREEMENT**

In consideration of an offer of employment made to me by International Flavors & Fragrances Inc. (the "Company"), I hereby agree as follows:

1. **Confidentiality.** I agree that during my employment with the Company or any of its Affiliates as defined below (individually and collectively, "IFF") and thereafter, I will not, directly or indirectly (a) disclose any Confidential Information (as defined below) to any person (other than, only with respect to the period that I am employed by IFF, to an employee or outside advisor of IFF who requires such information to perform his or her duties for IFF) or (b) use any Confidential Information for my own benefit or the benefit of any third party. For the purposes of this Agreement:
  - a. "Confidential Information" shall mean confidential, proprietary, or commercially sensitive information relating to IFF or its employees, board members, customers, vendors, or other business partners and their businesses, operations, or affairs, including, without limitation, information relating to products, formulations, protocols, processes, designs, formulae, ideas, know-how, test methods, evaluation techniques, patents, trade secrets, scientific or technical data, regardless of the form in which it is maintained or provided, orally or in writing, whether prepared by IFF, a third party or me, together with all analyses, compilations, notes and other documents.
  - b. "Affiliate" shall mean any person or entity which controls, is controlled by or is under common control with the Company, now or in the future.

For the avoidance of doubt, I understand that nothing in this Agreement shall be deemed to prohibit or restrict me from lawfully communicating truthful information to, 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 my doing so shall not constitute a breach of this Agreement. I understand that if I communicate any Confidential Information to a governmental agency or self-regulatory agency pursuant to this Section, I shall notify the agency of the confidentiality of such Confidential Information and ask the agency to also protect the confidentiality of such Confidential Information.

I also understand that in accordance with the Defend Trade Secrets Act of 2016, I will not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret that: (a) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. I understand that if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Company's trade secrets to my attorney and use the trade secret information in the court proceeding if I (a) file any document containing the trade secret under seal, and (b) do not disclose the trade secret, except pursuant to court order.

2. **Use of Non-IFF Systems.** I agree that I will not send Confidential Information to, or store or receive Confidential Information on, any non-IFF system (other than through access2.iff.com, if applicable), including personal or third-party e-mail accounts, devices, computers, telephones, smartphones or other wireless devices, iPads, Blackberrys, facsimiles, instant messaging systems, cloud storage or copy machines. The foregoing restriction does not apply to printing documents on a personal or third-party printer for legitimate business purposes, while using a Company device or access2.iff.com, provided that such documents are appropriately stored at an IFF facility or shredded after such use.

3. **Assignment of Intellectual Property.** I agree that all of my work product, including all Intellectual Property (as defined below), whether created solely or jointly with others, and including any moral rights therein, given, disclosed, created, developed or prepared in connection with my employment with IFF, shall be the sole and exclusive property of IFF. In the event that any such Intellectual Property or other work product does not vest by operation of law as the sole and exclusive property of IFF, I hereby irrevocably assign, transfer and convey to IFF, exclusively and perpetually, all right, title and interest which I may have or acquire in and to such Intellectual Property or other work product throughout the world. IFF shall have the exclusive right to make full and complete use of, and make changes to, all Intellectual Property or other work product without restrictions or liabilities of any kind, and I shall not have the right to use any such materials, other than within the legitimate scope and purpose of my employment with IFF. I agree to take whatever additional lawful action may be necessary, and to sign whatever documents IFF may require, in order to secure and vest in IFF or its designee all right, title and interest in and to any Intellectual Property or other work product and any industrial or Intellectual Property rights therein (including full cooperation in support of any IFF applications for patents and copyright or trademark registrations). To the extent additional nominal consideration is required pursuant to applicable law, I agree such nominal consideration shall be sufficient for the assignments described above. “Intellectual Property” includes all Confidential Information, inventions whether patentable or not, patents, trademarks, formulae, service marks, designs, design rights, copyrights, utility models, applications for registration of any of the foregoing and the rights to apply for them in any part of the work, drawings, computer programs, trade secrets, formulae, processes, ideas, know-how and rights of a like nature arising or subsisting in the work, whether registered or unregistered.
4. **Restrictive Covenants.** I acknowledge and agree that I will have access to Confidential Information and a key role in the management of the business and will establish and develop important relationships with the customers and vendors of IFF throughout the world, all of which constitute valuable goodwill of, and could be used to compete unfairly with IFF. I agree it would cause grave harm to IFF if I breached any of the restrictive covenants in this Section 4, and therefore IFF has legitimate business interests in protecting its goodwill and Confidential Information, which justify the following restrictive covenants:
- a. **Non-Solicitation.** I agree that during my employment and for a period of twenty-four (24) months following the separation of my employment with IFF, I shall not directly or indirectly,
- i. solicit, induce, divert, employ, retain or interfere with or attempt to influence the relationship of IFF with, any person or entity that is or was, during the last twelve (12) months of my employment with IFF, (A) an employee of IFF or (B) a person engaged to provide services to IFF; or
  - ii. interfere with or attempt to influence the relationship of IFF with any customer, supplier or other person with whom IFF does business.
- b. **No Conflict.** I agree that during my employment with IFF I shall not directly or indirectly, acting alone or with others, engage in any activity or work that conflicts or competes with IFF’s business, including, without limitation, becoming employed by, rendering services for, engaging in business with, serving as an agent or consultant to, or becoming a partner, member, principal, stockholder or other owner of, (i) any individual or entity that develops, manufactures, sells, and/or distributes a product or service that competes with those products or services offered by IFF, or (ii) any customer or vendor of IFF that I have had a direct working relationship with, provided that I shall be permitted to hold one percent or less interest in the equity or debt securities of any publicly traded company.
- c. **Non-Compete.** I covenant and agree that so long as I am employed by IFF and for a period of twelve (12) months after such employment ends for any reason, whether voluntarily or involuntarily, I will not, without the prior express written consent of the Executive Vice President of Human Resources or his or her designee, directly or indirectly become employed by, render services for, serve as an agent or consultant to, or become a partner, member, principal, stockholder or other owner of, any Competing Business. A “Competing Business” as used in this Agreement, means any individual or entity that develops, manufactures, sells, and/or distributes a product or service that competes directly or indirectly with those products or services offered by IFF during the last two (2) years of my employment.

5. **Return of IFF Property.** I agree that upon separation of my employment with IFF for any reason and/or upon IFF's demand, I shall return to IFF all property of IFF, its customers and vendors in my possession or control including, without limitation, all materials, work product or documents containing or pertaining to IFF Confidential Information, and including without limitation, any company car, all computers (including laptops), cell phones, keys, PDAs, Blackberries, iPhones, Androids, iPads, credit cards, printers, facsimile machines, televisions, card access to any company building, customer lists, reports, files, e-mails, work papers, memoranda, notes, formulae, tapes, programs, records and software, computer access codes or disks, instructional manuals, and other similar materials or documents which I used, received or prepared, helped prepare or supervised the preparation of in connection with my employment with IFF. I agree not to retain any copies, duplicates, reproductions or excerpts of any of the aforementioned materials or documents and shall not at any time use, recreate or reproduce any said materials or documents. Any exceptions must be approved in writing by the Executive Vice President of Human Resources and the applicable Executive Committee member.
6. **Prior Employers.** I acknowledge and agree that IFF has no interest in and will not accept divulgence to it of any confidential or non-public knowledge or information relating to any previous employer or other third party. Notwithstanding any other Section of this Agreement, I shall not communicate any such knowledge or information to IFF nor use the same during the course of my employment with IFF. My employment with IFF and my compliance with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement between me and any prior employer.
7. **Equitable Relief.** I agree and acknowledge that remedies at law for a breach by me of this Agreement may be inadequate to protect IFF and, without prejudice to any other rights and remedies otherwise available to IFF, I agree to the granting of injunctive relief in IFF's favor in connection with any such breach or violation without proof of irreparable harm, plus attorneys' fees and costs, to enforce these provisions.
8. **Severability.** In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. Additionally, while I consider the undertakings and restrictions in this Agreement to be reasonable in all circumstances and the duration, extent and application of each of the undertakings and restrictions to be no greater than is necessary to protect the proprietary interests of IFF, if one or more should be held to be wholly or partially invalid, illegal or unenforceable as an unreasonable condition or restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, I acknowledge and agree that the said undertakings and restriction shall apply with such modifications as may be necessary to make them valid and effective.
9. **Transfer of Undertakings.** The covenants set forth in this Agreement shall also apply in respect of any legal successors of the Company or IFF, including, in particular to any purchaser of the Company or IFF, should it be sold. I agree to the transfer of the rights arising from this Agreement to the legal successor.
10. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of New York without reference to principles of conflicts of laws.
11. **Third Party Beneficiaries.** I acknowledge and agree that all Affiliates of the Company are intended third party beneficiaries of this Agreement (each, a "Third Party Beneficiary") and as such, each is legally entitled to enforce its provisions in the event of a breach. I further acknowledge and agree that a dispute or conflict arising under this Agreement, which in a Third Party Beneficiary's sole opinion compromises its interest, may be submitted by such Third Party Beneficiary to the courts located in the country in which the Third Party Beneficiary is located, and in such event, notwithstanding Section 10 above, the Agreement shall be deemed as governed by and construed in accordance with the laws of such country without reference to principles of conflicts of laws.

12. **Compliance.** I acknowledge that my compliance with the foregoing obligations is a condition to my initial and continued employment with IFF and that the obligations under this Agreement apply to me in my capacity as an employee and will apply even if my relationship with IFF were to cease, for any reason and under any circumstances. Any breach of my obligations under this Agreement could result in disciplinary action, including termination.
13. **Entire Agreement.** I acknowledge and agree that this Agreement constitutes the entire agreement between IFF and me with respect to the subject matter of this Agreement. This Agreement replaces and supersedes any and all communications, negotiations, arrangements, oral agreements, as well as any prior writings, relating to the subject matter of this Agreement, and prevails over any provisions of any offer letter or employment agreement between IFF and me (insofar as they relate to the subject matter of this Agreement).

January 11, 2024  
Date

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\_\_\_\_\_  
\_\_\_\_\_  
Address