



**McCORMICK & COMPANY, INCORPORATED**  
**GLOBAL SUPPLIER CODE OF CONDUCT**

McCormick & Company, Incorporated ("McCormick") conducts its business in compliance with applicable law, and in an ethical and socially responsible manner. McCormick has a culture based on fundamental values of integrity, fairness, mutual respect, teamwork, and innovation. McCormick has developed a Global Supplier Code of Conduct (Code) to clarify our global expectations in the areas of business integrity, human rights, health and safety and environmental management.

McCormick's Supplier Code of Conduct applies to all Suppliers, Vendors, Contractors, Consultants, Agents and other providers of goods and services (collectively "Supplier") who wish to conduct business with McCormick entities worldwide. We expect all our suppliers to engage in responsible supply chain practices as they relate to the areas listed above. McCormick will conduct, or has conducted on its behalf, audits of production facilities and business practices to monitor Suppliers' commitment to the Code. McCormick also reserves the right to terminate the relationship with any Supplier and/or Facility that does not comply with this Code of Conduct.

McCormick's Purchase Orders Terms and Conditions will include language that references Supplier's expectation of adherence to McCormick's Supplier Code of Conduct.

This Supplier Code of Conduct may be amended by McCormick from time to time; its enforcement and/or interpretation rests solely with McCormick and does not confer or create any rights in favor of any party other than McCormick.

**Section 1. Business Conduct Standards**

McCormick expects its suppliers to maintain awareness and comply with all applicable laws and regulations of the countries where they conduct business and to conduct business responsibly, with integrity, honesty, and transparency, and to adhere to the following standards as they apply to the following employment practices:

**A. Child Labor:** Child labor is strictly prohibited. Suppliers shall adhere to the minimum employment legal age limit defined by national law or regulation, and comply with relevant International Labor Organization (ILO) standards. In no instance, shall a supplier permit children to perform work that exposes them to undue physical risks than can cause physical, mental, or

emotional harm or improperly interfere with their schooling (except as may be permitted under apprenticeship or similar programs in which the minor is lawfully participating).

**B. Forced Labor, Slave Labor, Human Trafficking:** Supplier confirms that, in providing goods and services to McCormick, it has not used involuntary or forced labor, whether indentured, bonded, prison or otherwise, and that the Supplier has not confiscated or withheld worker identity documents or other valuable items, including passports, work permits and travel documentation, and further that Supplier has not unreasonably withheld or diverted workers' wages. Supplier certifies that it has not been, and is not, keeping workers' personal documents as a means to bind them to employment or to restrict their freedom of movement. Supplier further confirms and certifies that:

1. All workers are voluntarily employed in the facility(ies) where McCormick's goods are made.
2. No prisoners (convicts) are working at the facility(ies) where McCormick's goods are made.
3. No workers of North Korean citizenship were employed to make McCormick's goods for delivery.
4. No materials were sourced by Supplier for McCormick's goods for delivery from suppliers that employ workers of North Korean citizenship.
5. No workers are employed by Supplier or in the supply chain under contracts that require payments to the Government of North Korea.

**C. Working Hours:** Supplier's employees will work in compliance with all applicable laws pertaining to the number of hours and days worked. Employees will be provided with reasonable daily and weekly work schedules, and adequate allowance will be made for time off.

**D. Compensation:** Employees will be fairly compensated and provided with wages and benefits that comply with applicable laws, including appropriate compensation for overtime work and other premium pay situations required by applicable law.

**E. Non-Discrimination:** Discrimination in hiring and employment practices based on race, color, religion, gender, age, national, social or ethnic origin, maternity, sexual orientation, political opinion, disability, or any other status or personal characteristic shall not be allowed. Employee medical tests that can be used to discriminate in hiring or employment practices shall not be required.

**F. Workplace:** Supplier shall provide employees with safe and healthy working conditions. At a minimum, potable drinking water, clean restrooms, adequate ventilation, fire exits and essential safety equipment, an emergency aid kit, access to emergency medical care, and appropriately lit work stations are provided. The Supplier's facilities are to be constructed and maintained in accordance with applicable law.

**G. Respect for the Environment:** Supplier will conduct its business in a manner compatible with the environment and in accordance with applicable law. Reasonable standards of care shall be taken to protect the environment and to provide for the health and safety of employees and the

communities in which facilities are operated. Supplier will take prudent steps to minimize solid waste by reducing, reusing, and recycling materials; encourage conservation of resources and energy; provide training and education for its employees, as appropriate; and support efforts to establish and implement policies that also protect the environment.

## **Section 2. Business Practices**

**A. General:** Purchases of materials and services will only be made from suppliers who continually meet McCormick's specifications on manufacturing practices, distribution methods, product quality, delivery dates, and price objectives. This Code of Conduct is not in lieu of, but is in addition to, the Suppliers' obligations to McCormick as set forth in any written agreement between McCormick and the Supplier. Should there be a conflict between this Code of Conduct and the agreement in question, the agreement shall control; however, no such agreement may reduce or eliminate the Supplier's obligations as set forth in Sections 1 above.

**B. Trade Compliance:** McCormick and its suppliers shall comply at all times with all applicable laws and regulations pertaining to trade embargoes and economic sanctions, including those involving Cuba, North Korea, Iran, Sudan and Syria. Suppliers shall provide certifications upon request that there is no violation of any applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions including without limitation those of the United Nations, the European Union, and the United States.

**C. Supplier Products:** All products offered for sale to McCormick shall comply with McCormick's specifications and all applicable laws of the country and political subdivisions in which they are to be offered for sale. Origin mapping – Suppliers must be capable of disclosing potential sources of primary origin associated with the products or services provided to McCormick. McCormick reserves the right to ask its Suppliers for supply chain mapping back to the origin to facilitate an assessment of upstream supply chain compliance. If Suppliers do not have this capability today, McCormick expects Suppliers to share with McCormick their future plans in this regard.

**D. Audits:** McCormick or a third-party acting on its behalf may conduct audits and inspections of Supplier's facilities, records, and employees to confirm compliance with this document. Unsatisfactory audit results may result in McCormick terminating its relationship with the Supplier, without further liability of McCormick to the Supplier.

**E. Supplier's Suppliers:** Supplier is responsible for ensuring compliance with this Code of Conduct by all of its suppliers that provide materials or services in the manufacture, processing, and/or production of products provided by Supplier to McCormick. McCormick may conduct such audits and inspections of Supplier's records in respect of its suppliers. McCormick expects Suppliers to apply similar standards to their own suppliers and subcontractors by communicating the expectations contained in this Code of Conduct and holding them accountable as well. This includes contract and seasonal workers and temporary agencies.

**F. Supplier Diversity:** McCormick seeks to contribute to the economic growth of a diverse business community. Our Supplier Diversity Program (SDP) enables us to develop relationships

with qualified, diverse businesses that meet our high standards for quality and cost effectiveness. Suppliers are encouraged to support McCormick's Diversity efforts by utilizing qualified diverse owned businesses in support of the business that it conducts with McCormick.

### **Section 3. Business Integrity and Ethics**

**A. Gifts, Bribes and Kickbacks:** McCormick is committed to conducting business legally and ethically and will not tolerate corruption in any form. Corrupt arrangements with customers, suppliers, government officials, McCormick employees or other third parties are strictly prohibited. "Corruption" generally refers to obtaining, or attempting to obtain, a personal benefit or business advantage through improper or illegal means. Suppliers must operate with the highest standards for business integrity and comply with all anti-corruption and antibribery laws, including the US Foreign Corrupt Practices Act (FCPA). Suppliers are prohibited from providing or offering gifts to McCormick employees that could inappropriately influence McCormick's decisions or gain an unfair advantage.

**B. General:** McCormick is committed to uncompromising integrity in all that it does. While standards of conduct are mainly based on laws, they also reflect the values that define McCormick. For a complete statement of these values, see McCormick's Business Ethics

Policy on its Investor Relations website at [ir.mccormick.com](http://ir.mccormick.com) under "Corporate Governance," then "Business Ethics Policy."

**C. Confidential Information:** McCormick's business information is a valuable corporate asset. Supplier and its employees and directors have an obligation to safeguard confidential information about McCormick and to protect it against unauthorized disclosure. This obligation is not limited to the duration of McCormick's relationship with the Supplier, or the duration of employment or service of the Supplier's employees with the Supplier.

### **Section 4. Confirmation**

**A.** Supplier acknowledges that it has reviewed and understands this statement with respect to McCormick's business practices and ethical business conduct and agrees to comply with the same. Supplier also agrees that it understands the rules and principles of the FCPA and shall comply with the FCPA and any other anti-corruption laws and regulations in all jurisdictions where its business or services will be conducted or performed for McCormick.

**B.** Supplier agrees that any information provided to McCormick will be complete and true and that it will promptly notify McCormick if an owner, partner, officer, director, or employee of Supplier has been or will become a "Covered Person" (defined below), or a family member of a Covered Person.

**"Covered Person" Defined:** A "Covered Person" includes any current or former foreign official, foreign political party or party official, or foreign candidate for political office. A "foreign official" is (i) any officer or employee of a foreign government or any department, agency, or instrumentality of a foreign government, (ii) an officer or employee of a public

international organization such as the United Nations or the World Bank, (iii) an individual acting in an official capacity for or on behalf of a government agency, department, instrumentality, or of a public international organization, (iv) any officer or employee of a company owned or controlled by a foreign government, or (v) a member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies. The definition of “foreign official” includes former foreign officials in cases where the former official has formally left the office but retains influence and the ability to affect procurement decisions or other decisions that might affect McCormick’s business.

**C.** Supplier will not directly or indirectly give, pay, offer, or promise to pay, or authorize the giving, paying, offering, or promising, of anything of value, directly or indirectly, to any Covered Person while knowing that the payment or promise to pay will be or is likely to influence any act or decision by such Covered Person for the purpose of obtaining, retaining or directing business to another person or entity, or otherwise to obtain an improper business advantage. Supplier will not take any action that may cause McCormick to be in breach of the FCPA or any other anti-corruption laws in any jurisdiction where business or services will be conducted or performed for McCormick.

**D.** Supplier shall conduct periodic self-evaluations to ensure that it, as well as its suppliers, are complying with McCormick’s policies with respect to ethical business conduct, including McCormick’s policies relating to the FCPA and any other anti-corruption laws and regulations in all jurisdictions where business or services will be conducted or performed pursuant to this Agreement.

Last modified: June 17, 2019