

WD-40 COMPANY DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT (“CODE”)

I. OVERVIEW

WD-40 Company and its worldwide subsidiaries and affiliated entities (collectively, the “Company”), adhere to international standards and legal requirements relating to ethical conduct compliance. It is our policy to maintain the highest level of professional and ethical standards in the conduct of our business affairs, placing the utmost importance upon our reputation for honesty, integrity and ethics. We value our relationship with our third-party marketing distributors, manufacturers, agents, suppliers, consultants, service providers, vendors, and other contractors (each a “Supplier” and collectively “Suppliers”), and we require that our Suppliers affirm specific contractual requirements for compliance with all applicable laws and to agree to abide by this Code.

II. AGREEMENT

By agreeing to do business with us under applicable purchase order terms and conditions or in accordance with a separate written contract, you and the Company agree to be bound by the following provisions, in addition to any terms and conditions that otherwise may apply to our existing business relationship (the “Business Relationship”). You and the Company agree that the following provisions, to the extent they are inconsistent, shall supersede any terms and conditions included in any purchase orders, invoices for goods or services, or other oral or written agreements that we may have in connection with the Business Relationship.

III. APPLICABILITY

This Code applies to all Suppliers, including Suppliers’ employees and approved subcontractors, agents or other affiliates engaged by such Suppliers with respect to the Business Relationship or business of the Company.

IV. ANNUAL REQUIREMENTS

- a. **Training.** Suppliers are expected to implement and maintain their own codes of conduct and to conduct, at a minimum, annual training programs and reviews, to ensure their employees are complying with this Code, as well as Supplier’s own code of conduct.
- b. **Company-Provided Training:** Supplier agrees to require its employees (including subcontractor employees, agents or affiliates, if applicable) to complete Company-provided ethics and compliance training, as the Company may from time to time authorize and direct in its sole discretion.
- c. **Annual Certification.** Supplier shall annually provide to the Company a certification of its compliance, and, as applicable, its subcontractors’, agents’ or other affiliates’ compliance with this Code and all applicable laws. The annual compliance certification is attached hereto as Appendix 1, which may be updated from time to time by the Company.
- d. **Reporting.** Supplier agrees to maintain appropriate procedures for reporting to the Company any potential violations of this Code or any laws or regulations by Supplier’s employees and by employees of Supplier’s affiliates, agents, and representatives.

V. RESPONSIBLE SUPPLIER CONDUCT

Suppliers shall conduct themselves in a professional manner, with dignity and integrity, and in alignment with this Code while marketing, selling or supporting the Company’s products and services or providing services, goods or products to the Company. Suppliers are prohibited from making false or misleading statements regarding the Company and its competitors or their respective products and services.

VI. BUSINESS ETHICS COMPLIANCE.

The Company is committed to obeying the law wherever it conducts business. Suppliers are expected to comply with all federal, state, and local laws and regulations applicable to their respective business and performance of obligations under a contractual relationship with the Company.

- a. Anti-Corruption.** The Company does not engage in, tolerate, or permit bribery, corruption, or other unethical business practices. Suppliers are expected to comply with all applicable anti-corruption and anti-bribery laws and regulations including, but not limited to, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and French Sapin II, as amended from time to time.

 - i. Suppliers and their employees must not directly or indirectly offer, promise, authorize, pay, make, or receive any bribes, kickbacks, gifts, payments of money, services, or anything of real or implicit value to obtain business or improperly influence the actions or decisions of others.
 - ii. Suppliers are expected to implement and maintain adequate compliance controls to prevent, discourage, and detect violations of this section.
- b. Gifts and Hospitality.** Whether given or received, gifts and entertainment must never improperly influence business decisions. Gifts and entertainment are broadly defined to include, but are not limited to, trips, entertainment, benefits, events and any other gratuitous item or thing of value. Gifts and entertainment, whether provided or accepted by a Supplier, should always have a legitimate business purpose. The Company expects Suppliers to use good judgment in offering or accepting gifts and entertainment; the gifts and entertainment should not be lavish, unusual, or extravagant. Suppliers are not allowed to give inappropriate gifts and/or entertainment to Company employees, customers or prospective customers that far exceed the propriety of the situation, or any other conduct that could be construed as inappropriate conduct.
- c. Criminal Finance Act.** Suppliers shall not, and shall ensure that their directors, officers, employees, agents and anyone performing services on behalf of the Company (to include but not limited to sub-contractors) (together, "Associated Persons") will not, engage in any activity, practice or conduct that would constitute a tax evasion facilitation offence under applicable law (including sections 45(1) and (2) of the U.K. Criminal Finances Act 2017) and will not knowingly assist any entity or individual to evade unlawfully their tax liability or seeking to influence the Company or persons associated with the Company to assist that entity or individual in any such acts. Supplier shall promptly report to the Company any request or demand from a third party to facilitate the evasion of tax (including any such facilitation within the meaning of Part 3 of the U.K. Criminal Finances Act 2017) in connection with the performance of its obligations to the Company and shall provide the Company with reasonable assistance, at the Company's reasonable cost, to enable the Company to perform any activity required by any relevant authority in any relevant jurisdiction for the purpose of compliance with applicable law (including the U.K. Criminal Finances Act 2017).
- d. Conflicts of Interest.** Suppliers and their employees must not engage in activities that could impede the Supplier's ability to objectively perform its contractual obligations to the Company. Suppliers and their employees must not engage in activity that potentially creates a conflict. If you think you might have a conflict of interest, raise the issue right away with the Company. No owner, partner, officer, director, or employee of Supplier, or of an affiliate of Supplier, is or will become a government official or employee of a government entity during the term of the Business Relationship without prior notice to the Company. Any such employment shall constitute grounds for termination of the Business Relationship by the Company in its sole discretion.
- e. Anti-Money Laundering, Trade Controls/Export Compliance.** Suppliers must comply with applicable anti-money laundering laws and regulations. Suppliers must never knowingly facilitate or participate in any money laundering, terrorist financing, or other financial criminal activity. The Company is committed to, and expects its Suppliers to comply with, all

applicable global export, import, and economic sanctions, laws, and regulations. Compliance with global trade laws and regulations protects the Company's ability to conduct international business. Protecting the Company against such violations is the responsibility of all Suppliers, in particular, those who deal with the Company's international business activities. Supplier's failure to comply with US or global trade laws may result in disciplinary action for the Company, serious supply chain disruptions, loss of sale and service opportunities, monetary penalties, fines and imprisonment for individual employees and their management chain, and the potential revocation of our trade privileges.

- f. **Fair Competition.** Suppliers and their employees must not:
 - i. seek to obtain proprietary information about any third parties illegally or in a way that involves a lack of integrity or a breach of any confidentiality or employment agreement;
 - ii. take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other illegal trade practice;
 - iii. engage in price fixing, bid rigging, allocation of markets or customers, or similar illegal anti-competitive activities; or
 - iv. propose or agree to any form of resale price restrictions of the Company products and/or services.

- g. **Protection of Intellectual Property.** Suppliers must respect intellectual property rights and safeguard Company information. Suppliers must manage technology and information in a manner that protects intellectual property rights and confidential information of the Company.

VII. WORKPLACE STANDARDS. The Company strives to maintain a safe work environment in which people are treated fairly, with dignity and respect. We expect our workplaces to be free from discrimination, harassment, drugs, and violence. Suppliers are expected to support these workplace goals in the following ways.

- a. **Forced Labor.** The Company is committed to a work environment that is free from human trafficking and slavery. The Company will not tolerate or condone human trafficking or slavery in any part of the Company's global organization, among Suppliers or in the Company's supply chain. The Company expects the same high standards from its Suppliers and is committed to ensuring that there is no slavery or human trafficking in the Company's business. Suppliers must avoid complicity in any practice that constitutes trafficking in persons or slavery. Suppliers must ensure that all work is voluntary. Suppliers must not use any enslaved, involuntary, forced, prison or debt bondage labor of any kind. Suppliers must not be involved in human trafficking activity or any activity that promotes modern slavery. Suppliers must not use any corporal punishment, physical or psychological abuse, or threats of violence or coercion to secure or keep its employees. No original copies of employee identification documents (passports or identity papers) may be kept by Suppliers. There must not be any unreasonable restrictions on the ability of the employee to leave the workplace and find alternative employment.

- b. **Child Labor.** Suppliers must comply with all laws preventing child labor. Only workers who meet the minimum legal age requirements of the country may be permitted to work. At a minimum, children must be at least 15 years old and have completed compulsory education, whichever is greater. If there is any doubt about the minimum age of employment, the International Labour Organization's Minimum Age Convention, 1973 (No. 138) should be applied.

Suppliers must not allow workers under the age of 18 to work night shifts or be involved in any hazardous work as specified in the International Labour Organization's Worst Forms of Child Labour Convention, 1999 (No. 182). When such workers are employed, they must not do work that is mentally, physically, socially or morally dangerous or harmful or interferes with their education by depriving them of the opportunity to attend school.

- c. **Discrimination or Harassment.** Suppliers must provide a fair, consistent and inclusive environment and make all employment decisions based on neutral and objective criteria. Suppliers will comply with all local laws and regulations regarding unlawful discrimination. Suppliers are expected to engage in equal employment opportunity practices and to make all employment decisions based on legitimate, non-discriminatory business reasons. In addition to complying with all applicable laws, Suppliers must not directly or indirectly discriminate against their employees in relation to compensation, access to training, promotion, termination, retirement or any other aspect of their work or tolerate discrimination, harassment, and unfair treatment on the basis of race, ethnicity, ancestry, caste, national origin, religion, age, disability, gender, gender identity, marital status, sexual orientation, veteran status, union membership, political opinion, HIV/AIDS status, citizenship status or any other characteristic that might give rise to discrimination.

Suppliers must not engage in behavior that is harassing, intimidating, or otherwise creates a hostile or offensive work environment. This applies not only with respect to Supplier's personnel who perform services on behalf of the Company, but also to the Company's employees and any other individuals Supplier's personnel may encounter or interact with in the course of providing services or business activities.

- d. **Wages, Benefits and Working Hours.** Suppliers must adhere to all applicable laws regarding working hours, working conditions, wages, social security payments and overtime payments. Workers must be paid at least the minimum legal wage or better. Where there is no minimum wage, Suppliers must be able to demonstrate that an employee's wages meet industry norms. Wages must be paid promptly and in full. Suppliers must limit working hours and overtime to levels that are humane and safe; and must ensure productive working conditions. All overtime must be voluntary. Workers must receive annual leave, public holidays, and rest days in accordance with local law.
- e. **Employment Contracts.** All employees must be provided with written and understandable information in their local language about their employment conditions in respect to wage, benefits and working hours which respect their legal rights.
- f. **Deductions.** Using deductions from basic wages as a disciplinary measure is prohibited. Disciplinary measures must be based on documented disciplinary procedures that are communicated to all staff. All instances of disciplinary action shall be recorded.
- g. **Freedom of Association.** The Company respects and is committed to protecting the human rights and the dignity of the people who contribute to the success of our business. Suppliers must respect their employees' right of freedom of association and right to participate in labor-related organizations, including the right to collective bargaining, the right to join a trade union and all other workplace rights. Where there is legislation that mandates the election of work representatives or the establishment of joint consultative mechanisms, Suppliers must make sure these are in place. Suppliers must ensure that representatives of trade unions and their associated activities are not subject to discrimination and are able to undertake their representative functions in the workplace. Suppliers will implement and maintain effective grievance programs designed to effectively and equitably resolve employee complaints and disputes.
- h. **Privacy.** All employees of Suppliers are entitled to the privacy of their personal and employment information. Suppliers must protect all personal and employment information of an employee in its possession and must not share or disseminate any such information except where required by law to do so.

- i. **Immigration Compliance.** Suppliers must only engage workers who have a legal right to work. If Suppliers engage foreign or migrant workers, such workers must be engaged in full compliance with the immigration and labor laws of the host country.
- j. **Grievance Processes.** Suppliers must have a formal mechanism for workers to report incidents of violation of laws and regulations, violations of this Code and Supplier's own code of conduct, harassment, abuse, breaches of privacy or other concerns. All complaints must be investigated, and appropriate action taken to address the issues raised and to prevent any further occurrence. All workers (including workers of subcontractors) must be informed and trained about this reporting mechanism to ensure they understand the means by which to raise their concerns about any of these requirements. Suppliers must ensure that workers who raise concerns and speak up in good faith are protected from retaliation.

VIII. HEALTH AND SAFETY. Suppliers must provide and maintain a safe and hygienic work environment; and must integrate sound health and safety management practices, safety training, and necessary safety equipment into their businesses. Workers have the right to refuse unsafe work and to report unhealthy working conditions.

- a. **No Drugs, Alcohol, or Violence.** The Company prohibits the sale, distribution, purchase, possession, or use of illegal drugs, as well as the abuse of legally prescribed drugs, on the Company's premises or anywhere else while performing Company business. Supplier and its employees should always use good judgment and exercise moderation. Furthermore, the Company does not tolerate violent or threatening behavior. While performing services for the Company, employees of Supplier may not engage in or threaten violent conduct or bring dangerous weapons or substances to any Company workplace location or off-site company functions.
- b. **Permits and Safety Management Required.** Suppliers must obtain, keep current, and comply with all required permits and laws regarding health, safety, hygiene, sanitation, fire safety, electrical, mechanical and structural safety. Suppliers must have a structured health and safety management system in place that includes qualified health and safety personnel who are authorized to make decisions regarding health and safety matters.
- c. **Incident Management Requirements.** Suppliers must have processes in place to investigate and document accidents, near misses and first-aid events, including root cause analysis and preventative, corrective and mitigation measures. Suppliers are prohibited from taking punitive measures against their employees for reporting or having accidents, near misses or first-aid events, unless the employee is shown to be willfully negligent.
- d. **Safe Working Environment.** Suppliers must routinely assess their work environment for health and safety hazards and eliminate, control or mitigate these identified risks. Suppliers must provide workers with appropriate workplace health and safety training in their primary language. Health- and safety-related information must be accessible at the point of work. Suppliers must provide their employees with the necessary personal protective equipment, at no cost, to protect their health, safety and welfare. Suppliers must monitor their working environments to assess and manage the exposure of workers and visitors to occupational health hazards, including but not limited to chemical exposure, dust, noise and fumes.
- e. **Emergency Response.** Suppliers must identify and plan for emergency situations and implement and train workers and on-site contractors on response systems, including emergency reporting, alarm systems, worker notification and evacuation procedures, worker training and drills, first aid supplies, fire detection and suppression equipment, and accessible exit facilities.
- f. **Housing Conditions.** Where applicable, Suppliers must provide workers with reasonably accessible and clean toilet facilities and potable water. Supplier-provided dining, food preparation

and storage facilities must be sanitary. Where applicable, worker dormitories provided by Suppliers, or a third party must be clean and safe, and must provide reasonable living space.

IX. ENVIRONMENTAL RESPONSIBILITY AND COMPLIANCE. The Company recognizes our collective responsibility to help protect the planet and is committed to reducing the impact that our Company has on the natural environment. We expect Suppliers to work with us towards meeting our environmental goals and emissions reduction targets and other requirements, including:

- a. Compliance with Environmental Regulations.** Suppliers must identify and adhere to all applicable legal environmental requirements. Suppliers must obtain, maintain and keep current all required environmental permits (e.g., discharge monitoring), approvals and registrations.
- b. Hazardous Substance Management.** As applicable, Suppliers must effectively identify and manage the safe handling, movement, storage, and disposal of chemicals and other substances that pose a threat to the environment. As applicable, Suppliers must provide workers with appropriate training on the safe handling and disposal of hazardous substances, including emergency measures covering soil or water contamination.

X. OTHER OBLIGATIONS

- a. Duty to Notify.** Supplier shall promptly notify the Company if Supplier determines that there is a substantial likelihood that its representations or warranties under this Code were or are inaccurate or that the commitments contained in this Code have been or are likely to be breached.
- b. Right to Suspend Performance.** Supplier acknowledges and agrees that its compliance with this Code is part of the consideration for business transactions between the Company and Supplier. Therefore, in the event the Company has reason to believe that a breach of any of the representations, warranties or agreements of this Code has occurred or may occur, the Company may suspend any continued performance under the Business Relationship until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. The Company shall not be liable to Supplier for any claim, losses or damages whatsoever related to its decision to suspend the Business Relationship in accordance with this provision.
- c. Audits and Assessments.** Supplier grants the Company the unrestricted right to take reasonable steps to verify Supplier's compliance with this Code. In the event the Company has reason to believe that a breach of any of the representations, warranties or agreements of this Code has occurred or may occur, the Company shall have the right to audit the business and activities of Supplier and its affiliates in order to satisfy itself that no breach has occurred. Audits may include facility inspections, employee interviews and a review of Supplier's records and business practices. Such audits may be conducted by Company staff or a third party chosen by the Company. Supplier agrees to promptly correct any identified violations or deficiencies to the Company's satisfaction. Supplier shall fully cooperate in any audit or inquiry conducted by or on behalf of the Company.
- d. Cooperation with Information Requests.** Suppliers are expected to cooperate with the Company's requests for documentation or information, either as part of the Company's initial onboarding or any ongoing and periodic monitoring and assessment of Supplier. Such information may include identifying (i) Supplier's corporate structure, (ii) potential conflicts of interest, (iii) Supplier's activities relating to its performance of its contractual obligations to the Company and (iv) any other matters related to Supplier's general compliance with applicable laws.

Suppliers are obligated to provide truthful and accurate responses to requests for information and the Company reserves the right to request additional information at any time.

XI. REPORTING AND NON-RETALIATION.

Suppliers and their employees who have knowledge of an actual or suspected violations of this Code or any applicable laws and regulations must report this knowledge to the Company.

The Company strictly enforces its non-retaliation policy, which protects those who, in good faith, report suspected wrongdoing. Suppliers are required to prohibit retaliation against its employees, who, in good faith, report potential violations of the law, potential violations of this Code, or any other alleged wrongdoing.

How to Report:

Online/Internet: Contact WD-40 Company's independent, anonymous and secure whistleblower service delivered by Convercent. The service is available 24 hours a day at <https://app.convercent.com/en-us/LandingPage/a2f1c47f-0339-ec11-a983-000d3ab9f296>.

Phone: Call the dedicated hotline available 24/7 in all languages of countries where the Company operates. The U.S. number is 1-800-461-9330; and the numbers for all other countries can be found on the landing page of the reporting website at the address listed above.

Appendix 1

WD-40 Company Distributor and Supplier Code of Conduct

Annual Compliance Certification

_____, (“Supplier”) hereby represents and certifies that:

- 1. Compliance:** Supplier (including its employees, consultants, agents, intermediaries, or other retained persons (collectively, “Representatives”)) is in compliance with WD-40 Company Distributor and Supplier Code of Conduct (the “Code”) and all applicable laws, regulations and ordinances in the countries where it does business. This includes, but is not limited to, the Code provisions and related laws regarding Business Ethics, Workplace Standards, Health and Safety, Environmental Responsibility and Compliance and Code violation reporting. Supplier does not know and has no reason to believe that any Representative has violated, or caused WD-40 Company to violate the Code or any applicable laws, regulations and ordinances.
- 2. No Legal Proceedings:** Supplier (including its Representatives) has never been indicted, convicted or sued (or threatened to be) due to violations (whether alleged or actual) of applicable laws, regulations and ordinances or otherwise engaged in conduct for which a person can be indicted, convicted or sued under such laws, regulations and ordinances. Supplier agrees that it will promptly notify WD-40 Company in the event of any such indictment, conviction, lawsuit, or threat thereof, of or to Supplier or its Representatives.
- 3. No Bribery:** Supplier (including its Representatives) has not—directly or indirectly—offered any money or other thing of value to any person (including, but not limited to, a private individual, company, government official, state-owned entity, international organization, political party, or candidate for public office), to obtain or retain business or secure an improper advantage that would constitute a violation of the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, French Sapin II, or other equivalent laws in jurisdictions which are applicable to Supplier.
- 4. Criminal Finance Act:** Supplier (including its Representatives) has not and will not, engage in any activity, practice or conduct that would constitute a tax evasion facilitation offence under applicable law (including sections 45(1) and (2) of the U.K. Criminal Finances Act 2017) and will not knowingly assist any entity or individual to evade unlawfully their tax liability or seeking to influence WD-40 Company (including its directors, officers, employees, agents, contractors, and subcontractors) to assist that entity or individual in any such acts, and shall promptly report to WD-40 Company any request or demand from a third party to facilitate the evasion of tax (including any such facilitation within the meaning of Part 3 of the U.K. Criminal Finances Act 2017) in connection with the performance of its obligations to WD-40 Company and shall provide reasonable assistance to WD-40 Company to comply as required by any relevant authority in any relevant jurisdiction for the purpose of compliance with applicable law (including the U.K. Criminal Finances Act 2017).
- 5. Cooperation:** Supplier will provide truthful and accurate responses to any requests for information by WD-40 Company regarding its business matters with WD-40 Company.
- 6. Notification:** Supplier will immediately notify WD-40 Company should it learn of, or have reason to know of, any violations of this Certification, the Code, or any applicable laws, regulations and ordinances.
Supplier understands and agrees that any false certification is grounds for WD-40 Company to withhold and immediately terminate existing business agreements between Supplier and WD-40 Company. Supplier and the undersigned (on behalf of Supplier) have the power and authority to execute, deliver, and perform under this certification (and agreements therein).

Dated: _____

Supplier: _____

Signature: _____

Name: _____

Title: _____