

WD-40 Company Distributor and Vendor Code of Conduct (“Code”)

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 marketing distributors, manufacturers, agents, suppliers, consultants, service providers, vendors, and other contractors (each a “Vendor” and collectively “Vendors”), and we require that our Vendors affirm specific contractual requirements for compliance with all applicable laws and to agree to abide by a specific code of conduct.

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.

I. PROCEDURE

A. Applicability. This Code applies to all Vendors, and includes such Vendors’ respective employees and approved subcontractors engaged by such Vendors with respect to the Business Relationship or business of the Company.

B. Training, Monitoring, and Compliance. Vendors are expected to implement and maintain their own codes of conduct and to perform periodic training programs and reviews to ensure their employees are complying with this Code, as well as Vendor’s own code of conduct.

Vendor shall annually provide the Company a certification of Vendor’s compliance with the requirements of this Code and all applicable laws, including such compliance by Vendor’s affiliates, agents and representatives. The annual compliance certification is attached hereto as Appendix 1, which may be updated from time to time by the Company.

Vendor shall annually complete and shall cause its employees, agents and representatives, and the employees, agents and representatives of its affiliates to complete annual ethics and compliance training, as the Company may from time to time authorize and direct in its sole discretion.

Vendor agrees to maintain appropriate procedures for reporting to the Company any potential violations of this Code or any laws or regulations by Vendor’s employees and by employees of Vendor’s affiliates, agents and representatives.

No owner, partner, officer, director or employee of Vendor, or of an affiliate of Vendor, 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.

II. RESPONSIBLE VENDOR CONDUCT

Vendors 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. Vendors are prohibited from making false or misleading statements regarding the Company and its competitors or their respective products and services.

III. INTEGRITY AND COMPLIANCE WITH THE LAW

The Company is committed to obeying the law wherever it conducts business. Vendors 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. Vendors 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.

- Vendors 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.
- Vendors are expected to implement and maintain adequate compliance controls to prevent, discourage, and detect potential violations of this section.

B. Gifts and Entertainment. 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 Vendor, should always have a legitimate business purpose. The Company expects Vendors to use good judgment in offering or accepting gifts and entertainment; the gifts and entertainment should not be lavish, unusual, or extravagant. Vendors are not allowed to give inappropriate gifts and/or entertainment to the 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. Vendors 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. Vendor 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. Vendors and their employees must not engage in activities that could impede the Vendor’s ability to objectively perform its contractual obligations to the Company. Vendors 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.

E. Anti-Money Laundering, Trade Controls/Export Compliance. Vendors must comply with applicable anti-money laundering laws and regulations. Vendors 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 Vendors 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 Vendors, in particular, those who deal with the Company's international business activities. Vendor'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. Vendors and their employees must not:

- 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;
- take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other illegal trade practice;
- engage in price fixing, bid rigging, allocation of markets or customers, or similar illegal anti-competitive activities; or
- propose or agree to any form of resale price restrictions of the Company products and/or services.

G. Cooperation with Information Requests. Vendors are expected to cooperate with the Company's periodic requests for documentation or information as part of the Company's initial onboarding and ongoing and periodic monitoring and assessment of Vendor. Such information may include identifying (i) Vendor's corporate structure, (ii) potential conflicts of interest, (iii) Vendor's activities relating to its performance of its contractual obligations to the Company and (iv) any other matters related to Vendor's general compliance with applicable laws.

Vendors 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.

IV. 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. Vendors are expected to support these workplace goals in the following ways.

A. Freely Chosen Employment. 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 Vendors or in the Company's supply chain. The Company expects the same high standards from its Vendors and is committed to ensuring that there is no slavery or human trafficking in the Company's business. Vendors must avoid complicity in any practice that constitutes trafficking in persons or slavery.

B. Child Labor Avoidance. Vendors must follow all applicable local laws, regulations and standards concerning working hours, conditions and wage rate for all workers. Vendors must not use child labor.

C. Non Discrimination or Harassment. The Company treats all people with respect and dignity and is firmly committed to providing equal opportunity in all aspects of employment. Vendors shall not engage in any illegal discrimination or harassment based on race, color, religion, sex, national origin or any other protected class against employees, agents, customers or contractors of the Company and Vendor. Vendors are expected to engage in equal employment opportunity practices and to make all employment decisions based on legitimate, non-discriminatory business reasons and without regard to protected characteristics such as race, color, gender, religion, age, national origin, disability, veteran status, sexual orientation, gender identity, marital status, ancestry, or citizenship status.

Vendors 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 Vendor's personnel who perform services on behalf of the Company, but also to the Company's employees and any other individuals Vendor's personnel may encounter or interact with in the course of providing services or business activities.

D. Employee Relations. Vendors must:

- provide their employees with wages, benefits and overtime pay in accordance with all local wage and hour laws and regulations;
- afford working hours in compliance with applicable laws;
- provide their employees with a safe and hygienic working environment, safety training, and necessary safety equipment; and
- respect their employees' legal right to participate in labor-related organizations, such as trade unions.

E. 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 working company events, Vendor 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 Vendor may not engage in or threaten violent conduct or bring dangerous weapons or substances to any the Company workplace location or off-site company function.

V. ADDITIONAL OBLIGATIONS

A. Duty to Notify. Vendor shall promptly notify the Company if Vendor 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. Vendor acknowledges and agrees that its compliance with this Code is part of the consideration for business transactions between the Company and Vendor. 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 Vendor for any claim, losses or damages whatsoever related to its decision to suspend the Business Relationship in accordance with this provision.

C. Company Right to Audit Vendor's Business. Vendor grants the Company the unrestricted right to take reasonable steps to verify Vendor's compliance with all applicable anti-bribery laws and 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 Vendor and its affiliates in order to satisfy itself that no breach has occurred. Upon request by Vendor, and at Vendor's expense, the Company shall select an independent third party to conduct such audit in order to certify to the Company that no breach has occurred or will occur. Vendor shall fully cooperate in any audit or inquiry conducted by or on behalf of the Company.

VI. REPORTING AND NON-RETALIATION

Vendors 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. Likewise, Vendors are expected to not engage in 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 Vendor Code of Conduct

Annual Compliance Certification

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

1. **Compliance**: Vendor (including its employees, consultants, agents, intermediaries, or other retained persons (collectively, “Representatives”)) is in compliance with WD-40 Company Distributor and Vendor 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 Anti-Corruption, Gifts and Entertainment, Conflicts of Interest, Anti-Money Laundering, Trade Controls/Export Compliance, Competition, Workplace Standards (including Anti-Slavery/Human Trafficking, Anti-Discrimination, Harassment, and Employee Relations) and Code violation reporting. Vendor 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**: Vendor (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. Vendor agrees that it will promptly notify WD-40 Company in the event of any such indictment, conviction, lawsuit, or threat thereof, of or to Vendor or its Representatives.
3. **No Bribery**: Vendor (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 Vendor.
4. **Criminal Finance Act**: Vendor (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**: Vendor 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**: Vendor 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.

Vendor understands and agrees that any false certification is grounds for WD-40 Company to withhold and immediately terminate existing business agreements between Vendor and WD-40 Company. Vendor and the undersigned (on behalf of Vendor) have the power and authority to execute, deliver, and perform under this certification (and agreements therein).

Vendor: _____

Dated: _____

Signature

Name and Title