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**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM S-8**

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**REGISTRATION STATEMENT**  
*UNDER*  
**THE SECURITIES ACT OF 1933**

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**International Flavors & Fragrances Inc.**

(Exact name of Registrant as specified in its charter)

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

**13-1432060**  
(I.R.S. Employer  
Identification No.)

**521 West 57th Street**  
**New York, New York 10019**  
(Address of principal executive offices)

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**INTERNATIONAL FLAVORS & FRAGRANCES INC.**

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**PERFORMANCE SHARE UNIT INDUCEMENT AWARD AGREEMENT**  
**RESTRICTED STOCK UNIT INDUCEMENT AWARD AGREEMENT**  
**(GRANTED AS EMPLOYMENT INDUCEMENT AWARDS OUTSIDE OF A PLAN)**  
(Full title of the plans)

**Jennifer Johnson, Esq.**  
**Executive Vice President,**  
**General Counsel and Corporate Secretary**  
**International Flavors & Fragrances Inc.**  
**521 West 57th Street**  
**New York, New York 10019**  
**Telephone: (212) 765-5500**  
(Name, address and telephone number of agent for service)

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
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 7(a)(2)(B) of the Securities Act

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## EXPLANATORY NOTE

This registration statement is being filed solely for the registration of 228,125 shares of common stock, par value \$0.125 per share (“Common Stock”) of International Flavors & Fragrances Inc. (the “Company” or the “Registrant”) which is the maximum number of shares that may be issued upon (i) the vesting and settlement of performance stock units, in accordance with the terms of the Performance Stock Unit Inducement Award Agreement by and between the Company and J. Erik Fyrwald and (ii) the vesting of restricted stock units, in accordance with the terms of the Restricted Stock Unit Inducement Award Agreement, by and between the Company and Mr. Fyrwald (collectively, the “Employment Inducement Awards”). In each case, the Employment Inducement Awards are granted, effective as of March 1, 2024, to Mr. Fyrwald in reliance on the employment inducement award exemption under the New York Stock Exchange Listed Company Manual Rule 303A.08.

### PART I. INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Items 1 and 2 of Part I of the Form S-8 is omitted from this filing in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of the Form S-8. The document(s) containing the information specified in Part I of Form S-8 will be sent or given to the recipients of the applicable grants, as required by Rule 428 under the Securities Act. Such documents are not being filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

### PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### **Item 3. Incorporation of Documents by Reference.**

The following documents filed with the Commission by the Registrant pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”) are incorporated by reference herein:

- (1) The Registrant’s Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2023, as filed with the Commission on February 28, 2024 (the “Annual Report”);
- (2) The Registrant’s Proxy Statement filed on [March 23, 2023](#) in connection with IFF’s 2023 Annual Meeting of Shareholders;
- (3) The description of the Common Stock contained in [Exhibit 99.1](#) to the Registrant’s Current Report on Form 8-K as filed with the Commission on April 30, 2010; and
- (4) All other reports and other documents filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), since the end of the fiscal year covered by the Registrant document referred to in (1) above and prior to the filing of a post-effective amendment to this Registration Statement, which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such reports and other documents.

For purposes of this Registration Statement, any document or any statement contained in a document incorporated or deemed incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Nothing in this Registration Statement shall be deemed to incorporate information furnished but not filed with the Commission pursuant to Item 2.02 or Item 7.01 of Form 8-K.

**Item 4. Description of Securities.**

Not Applicable.

**Item 5. Interest of Named Experts and Counsel.**

Jennifer Johnson, Esq. whose legal opinion with respect to the equity registered hereunder is filed as Exhibit 5.1 hereto, is employed by the Registrant. As of the date of this Registration Statement, Ms. Johnson beneficially owns 5,083 shares of IFF Common Stock and holds 11,018 restricted stock units and 8,438 performance stock units that, upon vesting, will settle in additional shares of IFF Common Stock.

**Item 6. Indemnification of Directors and Officers.**

Pursuant to Article VI, Section 1 of IFF's Bylaws, as they may be amended (the "IFF Bylaws"), IFF has agreed to indemnify any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of IFF, or was serving, at the request of IFF, as a director, officer, employee, fiduciary or agent of any other affiliated corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, incurred by such person as a result of such action or proceeding, or any appeal therein, unless a judgment or other final adjudication adverse to such person establishes that his or her acts, or the acts of the person of whom he or she is the legal representative, were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she, or the person of whom he or she is the legal representative, personally gained in fact a financial profit or other advantage to which he or she, or the other person of whom he or she is the legal representative, was not legally entitled. The IFF Bylaws provide that IFF shall advance to such person funds to pay for such expenses, including attorney's fees, incurred by such person in defending against any such action or proceeding, or any appeal therein, upon receipt of an undertaking by or on behalf of such person to repay such funds to IFF if a judgment or other final adjudication adverse to such person establishes that his or her acts, or the acts of the person of whom he or she is the legal representative, were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she, or the person of whom he or she is the legal representative, personally gained in fact a financial profit or other advantage to which he or she, or such person, was not legally entitled.

Article VI, Section 2 of the IFF Bylaws provides that if a claim under Article VI, Section 1 of the IFF Bylaws is not paid in full by IFF within thirty (30) days after a written claim has been received by IFF, the claimant may at any time thereafter bring suit against IFF to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to IFF) that the claimant, or the person of whom he or she is the legal representative, has not met the standard of conduct established in Article VI, Section 1 of the IFF Bylaws, but the burden of proving such defense shall be on IFF. Neither the failure of IFF (including IFF's board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper because the claimant or such person has met the said standard of conduct, nor an actual determination by IFF (including IFF's board of directors, independent legal counsel, or its shareholders) that the claimant or such person has not met such applicable standard of conduct, shall be a defense to action or create a presumption that the claimant or such person has not met such standard of conduct.

Article VI, Section 3 of the IFF Bylaws provides that subject to the limitations contained in Article VI, Section 1 of the IFF Bylaws, the right to indemnification and the payment of expenses conferred under the IFF Bylaws shall not be deemed exclusive of any other right to which any person seeking indemnification or advancement or payment of expenses may be entitled.

Article VI, Section 6 of the IFF Bylaws also provides that IFF may purchase and maintain insurance to indemnify officers, directors and others against costs or liabilities incurred by them in connection with the performance of their duties and any activities undertaken by them for, or at the request of, IFF, to the fullest extent permitted by the New York Business Corporation Law (the “NYBCL”).

Section 721 of the NYBCL provides, among other things, that indemnification pursuant to the NYBCL will not be deemed exclusive of other indemnification rights to which a director or officer may be entitled, provided that no indemnification may be made if a judgment or other final adjudication adverse to the director or officer establishes that (i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated, or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

Section 722(a) of the NYBCL provides, among other things, that a corporation may indemnify a person made, or threatened to be made, a party to any civil or criminal action or proceeding, other than an action by or in the right of the corporation to procure judgment in its favor, but including an action by or in the right of any other corporation or entity which any director or officer served in any capacity at the request of the corporation, by reason of the fact that he or she or his or her testator or intestate was a director or officer of the corporation or served such other entity in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys’ fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service to any other entity, not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. With respect to actions by or in the right of the corporation to procure judgment in its favor, Section 722(c) of the NYBCL provides that a person who is or was a director or officer of the corporation or who is or was serving at the request of the corporation as a director or officer of any other corporation or entity may be indemnified against amounts paid in settlement and reasonable expenses, including attorneys’ fees, actually and necessarily incurred in connection with the defense or settlement of such an action, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service to any other entity, not opposed to, the best interests of the corporation and that no indemnification may be made in respect of (i) a threatened action, or a pending action which is settled or otherwise disposed of, or (ii) any claim, issue or matter as to which such person has been adjudged to be liable to the corporation, unless and to the extent an appropriate court determines that the person is fairly and reasonably entitled to partial or full indemnification.

Section 723 of the NYBCL specifies, among other things, the manner in which the corporation may authorize payment of such indemnification. It provides that a director or officer who has been successful, whether on the merits or otherwise, in defending an action or proceeding of the character described in Section 722 of the NYBCL, shall be entitled to indemnification by the corporation. Except as provided in the preceding sentence, indemnification may be made by the corporation only if authorized in the specific case by one of the corporate actions set forth in Section 723 (unless ordered by a court under Section 724 of the NYBCL).

Section 724 of the NYBCL provides, among other things, that upon proper application by a director or officer, indemnification shall be awarded by a court to the extent authorized under Sections 722 and 723(a) of the NYBCL.

Section 725 of the NYBCL contains, among other things, certain other miscellaneous provisions affecting the indemnification of directors and officers, including provision for the return of amounts paid as indemnification if any such person is ultimately found not to be entitled to the indemnification.

Section 726(a) of the NYBCL authorizes the purchase and maintenance of insurance to indemnify (i) a corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the above sections, (ii) directors and officers in instances in which they may be indemnified by a corporation under such sections, and (iii) directors and officers in instances in which they may not otherwise be indemnified by a corporation under such sections, provided the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York State Superintendent of Insurance, for a retention amount and for co-insurance.

In addition, Section 402(b) of the NYBCL provides that a corporation may include a provision in its certificate of incorporation eliminating or limiting the liability of its directors to the corporation or its shareholders for damages for the breach of any duty, except for a breach involving bad faith, intentional misconduct, a knowing violation of law or receipt of an improper personal benefit or for certain illegal dividends, loans or stock repurchases. Article Eleven of IFF’s Restated Certificate of Incorporation, as it may be amended (the “Charter”) contains such a provision.

Further, IFF maintains insurance policies that insure its officers and directors against certain liabilities. IFF has also entered into agreements with certain of its directors and officers that will require IFF, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers to the fullest extent permitted by law.

In addition, consistent with the terms and conditions of the Plan, to the maximum extent permitted by law, no member of the committee responsible for administering these awards, nor any person to whom duties have been delegated to administer these awards, shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of the awards, except for the willful misconduct or gross negligence of such member or person.

The foregoing summaries are necessarily subject to the complete text of the NYBCL, the IFF Charter, the IFF Bylaws and the Plan and the arrangements referred to above and are qualified in their entirety by reference thereto.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The following exhibits are filed on behalf of the Registrant as part of this Registration Statement (numbering corresponds to Exhibit Table in Item 601 of Regulation S-K):

<u>Exhibit Number</u>	<u>Description</u>
4.1	Restated Certificate of Incorporation of the Registrant (filed as an exhibit to the Registrant's Report on <a href="#">Form 10-Q</a> filed with the Commission on August 12, 2002 and incorporated herein by reference)
4.2	Amended and Restated By-Laws of the Registrant (filed as <a href="#">Exhibit 3.1</a> on Form 8-K filed with the Commission on November 7, 2023 and incorporated herein by reference)
4.3	International Flavors & Fragrances Inc. 2021 Stock Award and Incentive Plan (incorporated herein by reference to <a href="#">Annex 1</a> of the Registrant's Proxy Statement filed with the Commission on March 23, 2021)
4.4	<a href="#">Form of Restricted Stock Unit Inducement Award Agreement, by and between the Company and J. Erik Fyrwald</a>
4.5	<a href="#">Form of Performance Stock Unit Inducement Award Agreement, by and between the Company and J. Erik Fyrwald</a>
5.1	<a href="#">Opinion of Jennifer Johnson, Esq., General Counsel of the Registrant</a>
23.1	<a href="#">Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm</a>
23.2	<a href="#">Consent of Jennifer Johnson, Esq. (included in Exhibit 5.1 hereto)</a>
24.1	<a href="#">Power of Attorney (included on signature pages)</a>
107	<a href="#">Calculation of Filing Fee Tables</a>

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however,* the paragraphs (1)(i) and 1(ii) of this section do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.
- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

- (3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

#### **SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on February 29, 2024.

#### **INTERNATIONAL FLAVORS AND FRAGRANCES INC.**

By: /s/ Jennifer Johnson

Jennifer Johnson  
Executive Vice President, General Counsel and  
Corporate Secretary



## POWER OF ATTORNEY

**KNOWN TO ALL PERSON BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Glenn Richter, Executive Vice President, Chief Financial & Business Transformation Officer, and Jennifer Johnson, Executive Vice President, General Counsel and Corporate Secretary, individually, his or her attorney-in-fact, with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Registration Statement (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Commission, hereby ratifying and confirming all that each said attorney-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.**

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the indicated capacities as of February 29, 2024.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ J. Erik Fyrwald</u> J. Erik Fyrwald	Chief Executive Officer and Director (Principal Executive Officer)	February 29, 2024
<u>/s/ Glenn Richter</u> Glenn Richter	Executive Vice President, Chief Financial & Business Transformation Officer (Principal Financial Officer)	February 29, 2024
<u>/s/ Beril Yildiz</u> Beril Yildiz	Senior Vice President, Corporate Controller and Chief Accounting Officer (Principal Accounting Officer)	February 29, 2024
<u>/s/ Roger W. Ferguson, Jr.</u> Roger W. Ferguson, Jr.	Chairperson of the Board, Director	February 29, 2024
<u>/s/ Dr. Kathryn J. Boor</u> Dr. Kathryn J. Boor	Director	February 29, 2024
<u>/s/ Barry A. Bruno</u> Barry A. Bruno	Director	February 29, 2024
<u>/s/ Mark J. Costa</u> Mark J. Costa	Director	February 29, 2024
<u>/s/ Carol Anthony (John) Davidson</u> Carol Anthony (John) Davidson	Director	February 29, 2024
<u>/s/ John F. Ferraro</u> John F. Ferraro	Director	February 29, 2024
<u>/s/ Christina Gold</u> Christina Gold	Director	February 29, 2024
<u>/s/ Gary Hu</u> Gary Hu	Director	February 29, 2024
<u>/s/ Dawn C. Willoughby</u> Dawn C. Willoughby	Director	February 29, 2024
<u>/s/ Kevin O'Byrne</u> Kevin O'Byrne	Director	February 29, 2024

**INTERNATIONAL FLAVORS & FRAGRANCES INC.  
RESTRICTED STOCK UNITS (“RSU”) INDUCEMENT AWARD AGREEMENT  
(the “RSU INDUCEMENT AWARD AGREEMENT”)**

**Participant:** J. Erik Fyrwald

This RSU Inducement Award Agreement, dated as of March 1, 2024 (the “**Grant Date**”), is made by and between International Flavors & Fragrances Inc., a New York Corporation, including its affiliates (the “**Company**”) and J. Erik Fyrwald (the “**Participant**”) as a material inducement for the Participant to accept an offer of employment with the Company. This RSU Award (the “**RSU Award**”) is made outside the terms of the International Flavors & Fragrances Inc. 2021 Stock Award and Incentive Plan, as it may be amended from time to time (the “**Plan**”) and the share reserve thereunder, as an “employment inducement award” within the meaning of NYSE Manual 303A.08. Notwithstanding the foregoing, subject to the terms and conditions herein and the RSU Terms and Conditions (which are made a part hereof and are incorporated herein by reference), the RSU Award will be governed by the terms and conditions set forth in the Plan as if it had been granted under the Plan. The provisions of the Plan are hereby incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

<b>Grant Date</b>	<b>RSU Award Information</b>		<b>Settlement of RSU Award</b>
	<b>Number of RSUs Granted</b>	<b>Vesting Date</b>	
March 1, 2024	56,250	March 1, 2027	Awards are settled by delivery of one share of Common Stock for each RSU being settled.

**BY ELECTRONICALLY ACCEPTING THIS RSU AWARD, PARTICIPANT AGREES TO BE BOUND BY THE PROVISIONS OF THIS RSU INDUCEMENT AWARD AGREEMENT AND THE RSU TERMS AND CONDITIONS AND RELATED ADDENDUM. THE PARTICIPANT HAS REVIEWED THE PLAN, THE RSU INDUCEMENT AWARD AGREEMENT AND THE RSU TERMS AND CONDITIONS IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE RSU AWARD AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THE PLAN, THIS RSU INDUCEMENT AWARD AGREEMENT AND THE RSU TERMS AND CONDITIONS. THE PARTICIPANT HAS BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PLAN AND THE TAX SUPPLEMENT TO THE U.S. PROSPECTUS FOR PARTICIPANT’S COUNTRY OF EMPLOYMENT. PARTICIPANT HEREBY AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE ARISING UNDER THE PLAN, THE RSU INDUCEMENT AWARD AGREEMENT OR THE RSU TERMS AND CONDITIONS.**

\_\_\_\_\_  
Accepted: J. Erik Fyrwald

\_\_\_\_\_  
Date:

**INTERNATIONAL FLAVORS & FRAGRANCES INC.**  
**RSU INDUCEMENT AWARD AGREEMENT**  
**TERMS AND CONDITIONS (the “RSU TERMS AND CONDITIONS”)**

These RSU Terms and Conditions are a part of the International Flavors & Fragrances Inc. (the “**Company**”) RSU Inducement Award Agreement. The RSU Award granted hereunder is made outside the terms of the Plan and the share reserve thereunder, as an “employment inducement award” within the meaning of NYSE Manual 303A.08. Notwithstanding the foregoing, subject to the terms and conditions herein, the RSU Award will be governed by the terms and conditions set forth in the Plan as if it had been granted under the Plan. The provisions of the Plan are hereby incorporated herein by reference.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan. In the event of any conflict between the provisions of these RSU Terms and Conditions and the Plan, the provisions of the Plan shall govern. For purposes of these RSU Terms and Conditions and the Addendum, the “**Employer**” shall mean the Affiliate that employs the Participant (to the extent the Participant is not directly employed by the Company). The Participant and the Company agree that this RSU Award is granted under and governed by the terms and conditions of this RSU Inducement Award Agreement, and will otherwise be subject to the Plan and will be governed as if it had been granted under the Plan, other than with respect to the share reserve under the Plan, which will not be affected by this RSU Award. The Participant has reviewed the Plan and this RSU Inducement Award Agreement and fully understand all provisions of this RSU Inducement Award Agreement, including the Plan.

1. **Amount of RSU Award.** As of the Grant Date, the Participant shall be eligible to receive an RSU Award in the number of RSUs specified on the first page of the RSU Inducement Award Agreement. The RSU Award provides Participant with a contractual right to receive one share of Common Stock for each RSU being settled upon vesting.
2. **Eligibility for Award.** The Participant’s eligibility for an RSU Award shall be at the discretion of the Committee. The grant of an RSU Award is a one-time benefit and does not create any contractual or other right to receive any future RSU Award.
3. **Vesting and Account.** Except as provided in Section 6 herein, the RSU Award will vest on the date set forth on the first page of the RSU Inducement Award Agreement, if not previously forfeited, and is 0% vested before expiration of this period (the date on which the RSU Award vests, the “**Vesting Date**”). Prior to the Vesting Date, the Company or its designated agent shall maintain a bookkeeping account reflecting the number of RSUs credited to the Participant’s account.
4. **Settlement of the Award.** Upon vesting as provided in Section 3 or Section 6 herein, the RSU Award will be settled by delivery of one share of Common Stock, for each RSU being settled. Such settlement shall occur within thirty (30) days following the Vesting Date.

5. **Voting Rights and Dividends.** RSUs do not provide voting or dividend rights until fully vested, and no dividends or dividend equivalents will be paid or credited on any unvested RSUs.
6. **Termination of Employment or Leave of Absence.** The Participant's rights under the RSU Award following termination of Employment or leave of absence shall be determined in accordance with the following provisions:
  - a. Termination Without Cause; Termination with Good Reason; Due to Death or Disability. Except as provided in Section 7, upon a Termination without Cause, with Good Reason, or due to Disability (each as defined in the letter agreement dated as of January 11, 2024, by and between the Company and the Participant) or death (each a "**Qualifying Termination**"), all outstanding unvested RSUs shall remain outstanding and will become vested on the Vesting Date as though Participant had not had a termination of Employment under this subsection 6(a). Upon vesting, such RSUs will be settled within thirty (30) days following the Vesting Date.
  - b. Resignation or Termination with Cause. If the Participant resigns or is terminated by the Company for Cause, then all outstanding unvested RSUs will be immediately forfeited.
  - c. Leave of Absence. If the Participant is not in active Employment for any portion of the vesting period as a result of a paid or unpaid leave of absence, the terms of any unvested RSU may be adjusted, subject to local legal requirements and applicable Company policies that govern leaves of absence.
  - d. Termination Date. For purposes of these RSU Terms and Conditions, any termination of the Participant's Employment shall be effective as of the earlier of (1) the date that the Participant tenders notice of resignation of employment or (2) the date that the Participant ceases to actively provide services to the Company or the Employer, as applicable (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Participant is employed, or the terms of the Participant's employment agreement, if any). The applicable termination date shall not be extended by any notice period mandated under local law (e.g., "garden leave" or similar period pursuant to local law), and the Company shall have the exclusive discretion to determine when the Participant ceased to actively provide services to the Company or the Employer, as applicable, for purposes of the RSUs (including whether the Participant may still be considered to be actively providing services while on a leave of absence). Notwithstanding the foregoing, with respect to any payments that constitute deferred compensation subject to Section 409A of the Code, the termination of the Participant's Employment shall be effective as of a "separation from service" within the meaning of Section 409A of the Code. The determination of whether and when a separation from service has occurred shall be made in a manner consistent with, and based on the presumptions set forth in, U.S. Treasury Regulation Section 1.409A-1(h) or any successor provision thereto.

7. **Change in Control.** In the event of a Qualifying Termination within two (2) years of a Change in Control as defined in the Executive Severance Policy (the “**ESP**”), all outstanding unvested RSUs will become immediately vested. Upon vesting, such RSUs will be settled within thirty (30) days following the date of the Participant’s termination.
8. **Clawback and Recoupment Provisions.** Notwithstanding anything herein to the contrary, any RSU Award made or payable shall be subject to the clawback, recoupment and forfeiture provisions of Section 32 of the Plan, Section 9 of the ESP and the Company’s Policy for the Recovery of Erroneously Awarded Compensation, in each case, to the extent applicable under the terms and conditions thereof. By acknowledging these RSU Terms and Conditions, the Participant acknowledges that any other cash or shares of Common Stock provided to the Participant following the Grant Date and under the RSU Award, are subject to the provisions of Section 32 of the Plan, Section 9 of the ESP and the Company’s Policy for the Recovery of Erroneously Awarded Compensation, in each case, to the extent applicable under the terms and conditions thereof.
9. **Limits on Transfers of Awards.** Except as provided by the Committee, no RSU Award, and no right under any RSU Award, shall be assignable, alienable, saleable or transferable by the Participant other than by will or by the laws of descent and distribution in accordance with Section 23 of the Plan.
10. **Section 409A.** Notwithstanding anything herein or in the Plan to the contrary, no payment or settlement of shares of Common Stock that constitute “non-qualified deferred compensation” for purposes of Section 409A of the Code will be made under these RSU Terms and Conditions to any Participant on account of such Participant’s termination of Employment, if on such date, the Participant is a “specified employee” (within the meaning of that term under Section 409A(a)(2)(B) of the Code, or any successor provision thereto) until the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such Participant’s termination of Employment and (ii) the date of such Participant’s death.
11. **Administration.**
  - a. **Administration.** The Board has delegated administrative authority to the Committee, and the RSU Awards shall be administered by the Committee.
  - b. **Powers and Duties.** The Committee shall have sole discretion and authority to make any and all determinations necessary or advisable for administration of an RSU Award and may adopt, amend or revoke any rule or regulation established for the proper administration of an RSU Award. The Committee shall have the ability to modify the RSU Award provisions, to the extent necessary, or delegate such authority, to accommodate any changes in law or regulations in jurisdictions in which Participants will receive RSU Awards. The Committee or its designee, if applicable, will oversee RSU Award calculations. All interpretations, decisions, or determinations made by the Committee or its designee, if applicable, pursuant to an RSU Award shall be final and conclusive.

12. **Amendment; Termination of the RSU Award.** The Committee has the right to revise, modify or terminate an RSU Award in whole or in part at any time or for any reason and the right to modify any RSU Award amount in accordance with Section 31 of the Plan.
13. **Tax Liability and Withholding.** The Participant shall be responsible for any tax liability that may arise as a result of the payments contemplated by an RSU Award or these RSU Terms and Conditions in accordance with Section 20 of the Plan. The Participant acknowledges the Company is authorized to withhold taxes due, or potentially payable, in connection with any payment of an RSU Award in accordance with Section 20 of the Plan. Further, the Participant agrees to any deduction or set off by the Company as provided under Section 26 of the Plan.
14. **Severability; Survival of Terms.** Should any provision of an RSU Award or these RSU Terms and Conditions be held by a court of competent jurisdiction to be unenforceable, such holding shall not affect the validity of the remainder of the RSU Award or these RSU Terms and Conditions. These RSU Terms and Conditions shall apply to and bind the Participant and the Company and their respective permitted assignees and transferees, heirs, legatees, executors, administrators and legal successors.
15. **Entire Agreement.** These RSU Terms and Conditions and all addendums hereto and the RSU Inducement Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.
16. **Non U.S. Residents.** Rights and restrictions for Participants residing in foreign countries may differ and shall be based on applicable foreign law and will be governed by Section 33 of the Plan.
17. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to an RSU Award by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
18. **Governing Law.** These RSU Terms and Conditions and the RSU Inducement Award Agreement shall be governed by and construed according to the laws of the State of New York and the United States without regard to principles of conflict of law.
19. **Consent for Data Transfer.** By accepting these RSU Terms and Conditions, the Participant voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described herein, including for the purpose of managing and administering the RSU Award, certain personal information, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company and

details of all options or any other entitlement to shares of Common Stock or other equity of the Company awarded, canceled, purchased, vested, unvested or outstanding in Participant's favor ("**Data**"). The Company and/or its affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of the RSU Award and may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the RSU Award. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States. Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's RSU Award, including any requisite transfer of such Data as may be required for the administration of the RSU Award and/or the subsequent holding of shares of Common Stock or equity on Participant's behalf to a broker or other third party with whom Participant may elect to deposit any shares of Common Stock acquired pursuant to the RSU Award. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect Participant's ability to continue to hold, or receive settlement of, the RSU Award.

20. **Addendum.** If Participant transfers Participant's residence and/or Employment to another country, at the time of transfer, alternative terms and conditions for such country will apply to the RSU Award to the extent that application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations or to facilitate the operation and administration of the RSU Award, in each case as the Company determines in its sole discretion. Any such alternative terms and conditions shall constitute part of these RSU Terms and Conditions.
21. **Additional Requirements.** The Company reserves the right to impose other requirements on the RSUs, any shares of Common Stock acquired pursuant to the RSUs and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the RSUs and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
22. **Private Placement.** The grant of RSUs to Participants outside of the United States is not intended to be a public offering of securities in Participant's country of residence (and country of Employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law) outside of the United States, and the grant of the RSUs is not subject to the supervision of the local securities authorities outside of the United States.

23. **Notices.** Any notice required or permitted to be given under these RSU Terms and Conditions or the RSU Inducement Award Agreement shall be in writing and shall be deemed to have been given when delivered personally or by courier, or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as such party may subsequently by similar process give notice of:

If to the Company:

International Flavors & Fragrances Inc.

521 W. 57<sup>th</sup> Street

New York, New York 10019

Attn: Chief Human Resources Officer

If to the Participant:

To the last address delivered to the Company by the Participant in the manner set forth herein.



**INTERNATIONAL FLAVORS & FRAGRANCES INC.**  
**PERFORMANCE-BASED RESTRICTED STOCK UNITS (“PSU”) INDUCEMENT AWARD AGREEMENT**  
**(the “PSU INDUCEMENT AWARD AGREEMENT”)**

**Participant:** J. Erik Fyrwald

**Date of Grant:** March 1, 2024

**Total Target Number of Performance-Based Stock Units:** 68,750

This PSU Inducement Award Agreement, dated as of March 1, 2024 (the “**Grant Date**”), is made by and between International Flavors & Fragrances Inc., a New York Corporation, including its affiliates (the “**Company**”) and Erik Fyrwald (the “**Participant**”) as a material inducement for the Participant to accept an offer of employment with the Company. This PSU Award (the “**PSU Award**”) is made outside the terms of the International Flavors & Fragrances Inc. 2021 Stock Award and Incentive Plan, as it may be amended from time to time (the “**Plan**”) and the share reserve thereunder, as an “employment inducement award” within the meaning of NYSE Manual 303A.08. Notwithstanding the foregoing, subject to the terms and conditions herein and the PSU Terms and Conditions (which are made a part hereof and are incorporated herein by reference), the PSU Award will be governed by the terms and conditions set forth in the Plan as if it had been granted under the Plan. The provisions of the Plan are hereby incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

Settlement of the PSU Award in respect of each Performance Segment will be determined by the Committee based on achievement of the Performance Measure set forth below.

Performance Segment	PSU Target (# of PSUs)	Performance Measure (Dividend-Adjusted Stock Price) and Performance Level Achievement	PSU Funding % of Target	Settlement of PSU Award
March 1, 2024 to March 1, 2027	68,750	<\$106.48	0%	Awards are settled by delivery of one share of Common Stock for each vested PSU
		\$106.48 (Threshold)	50%	
		\$113.91	100%	
		\$121.67	150%	
		\$138.25	200%	
		≥\$156.25 (Maximum)	250%	
		Minimum Funding Opportunity		
	If (x) the Company’s three-year Relative TSR is at or above the 67 <sup>th</sup> percentile of the S&P 500 companies and (y) the Company’s three-year Absolute TSR is positive	The PSU Award will be funded at a minimum of 50%		

**BY ELECTRONICALLY ACCEPTING THIS PSU AWARD, PARTICIPANT AGREES TO BE BOUND BY THE PROVISIONS OF THIS PSU INDUCEMENT AWARD AGREEMENT AND THE PSU TERMS AND CONDITIONS AND RELATED ADDENDUM. THE PARTICIPANT HAS REVIEWED THE PLAN, THE PSU INDUCEMENT AWARD AGREEMENT AND THE PSU TERMS AND CONDITIONS IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE PSU AWARD AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THE PLAN, THIS PSU INDUCEMENT AWARD AGREEMENT AND THE PSU TERMS AND CONDITIONS. THE PARTICIPANT HAS BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PLAN AND THE TAX SUPPLEMENT TO THE U.S. PROSPECTUS FOR PARTICIPANT'S COUNTRY OF EMPLOYMENT. PARTICIPANT HEREBY AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE ARISING UNDER THE PLAN, THE PSU INDUCEMENT AWARD AGREEMENT OR THE PSU TERMS AND CONDITIONS.**

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**Accepted: J. Erik Fyrwald**

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**Date:**

**INTERNATIONAL FLAVORS & FRAGRANCES INC.**  
**PSU INDUCEMENT AWARD AGREEMENT**  
**TERMS AND CONDITIONS (the “PSU TERMS AND CONDITIONS”)**

These PSU Terms and Conditions are a part of the International Flavors & Fragrances Inc. (the “**Company**”) PSU Inducement Award Agreement. The PSU Award granted hereunder is made outside the terms of the Plan and the share reserve thereunder, as an “employment inducement award” within the meaning of NYSE Manual 303A.08. Notwithstanding the foregoing, subject to the terms and conditions herein, the PSU Award will be governed by the terms and conditions set forth in the Plan as if it had been granted under the Plan. The provisions of the Plan are hereby incorporated herein by reference.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan. In the event of any conflict between the provisions of these PSU Terms and Conditions and the Plan, the provisions of the Plan shall govern. The Participant and the Company agree that this PSU Award is granted under and governed by the terms and conditions of this PSU Inducement Award Agreement, and will otherwise be subject to the Plan and will be governed as if it had been granted under the Plan, other than with respect to the share reserve under the Plan, which will not be affected by this PSU Award. The Participant has reviewed the Plan and this PSU Inducement Award Agreement and fully understand all provisions of this PSU Inducement Award Agreement, including the Plan.

1. **Amount of PSU Award.** As of the Grant Date, the Participant shall be eligible to receive a PSU Award in respect of the target number of PSUs specified in the PSU Inducement Award Agreement, as such amount may be adjusted as described in Section 7 below. The PSU Award provides Participant with a contractual right to receive one share of Common Stock for each PSU being settled upon vesting.
2. **Eligibility for Award.** A Participant’s eligibility for a PSU Award shall be at the discretion of the Committee. The grant of a PSU Award is a one-time benefit and does not create any contractual or other right to receive any future PSU Award.
3. **Achievement of Performance Measure.** The PSU Award provides the Participant with an opportunity to receive a PSU Award payout in shares of Common Stock (the “**PSU Award Payment**”), if the Company achieves a satisfactory level of performance (each, a “**Performance Achievement Level**”) in respect of one or more measures (each, a “**Performance Measure**”) specified by the Committee in the PSU Inducement Award Agreement. Performance Measures must be met over a discrete period of time (the “**Performance Segment**”) within or over a multi-year performance period, as specified in the PSU Inducement Award Agreement. The Committee may, in its discretion, adjust the Performance Measure or the Performance Achievement Level as it deems appropriate, based on such factors as the Committee may deem relevant.
4. **Employment Condition.** Subject to Sections 11 and 12 below, the Participant must remain Employed by the Company continuously from the Grant Date of the PSU Award through the Vesting Date (as defined below). Accordingly, there is no partial payout for PSU Awards, except as provided in Section 11 below.
5. **Total PSU Target.** The PSU Inducement Award Agreement specifies the Participant’s target number of PSUs that may vest with respect to the Performance Segment (the “**PSU Target**”), which provides the Participant with an opportunity to receive a PSU Award Payment in an amount equal to the PSU Target. However, the actual PSU Award Payment may be less than or greater than the PSU Target, depending on the performance of the Company during the Performance Segment, as described below.

6. **Vesting and Account.** Except as otherwise provided herein, the PSU Award for the Performance Segment will vest upon satisfaction of each of the following two conditions: (i) the Committee's determination that the applicable Performance Achievement Level has been achieved in respect of a Performance Measure and (ii) the Participant remaining Employed by the Company continuously from the Grant Date of the PSU Award through the last day of the Performance Segment (the "**Vesting Date**"). Prior to the Vesting Date, the Company or its designated agent shall maintain a bookkeeping account reflecting the number of PSUs credited to a Participant's account, if any.
7. **Achievement of Performance Achievement Levels.**
- (a) The Committee shall specify the Performance Achievement Levels for the Performance Segment. If the Performance Achievement Level is equal to \$113.91, the PSU Award shall be equal to the PSU Target for the Performance Segment. If the Performance Achievement Level is equal to \$106.48 ("**Threshold**"), the PSU Award for the Performance Segment shall be equal to 50% of the PSU Target for the Performance Segment. If the Performance Achievement Level is equal to \$121.67, the PSU Award for the Performance Segment shall be equal to 150% of the PSU Target for the Performance Segment. If the Performance Achievement Level is equal to \$138.25, the PSU Award for the Performance Segment shall be equal to 200% of the PSU Target for the Performance Segment. If the Performance Achievement Level is equal to \$156.25 ("**Maximum**"), the PSU Award for the Performance Segment shall be equal to 250% of the PSU Target for the Performance Segment. If less than the Threshold is met, no PSUs shall be earned with respect to the PSU Award and such PSU Award shall be forfeited, unless the Minimum Funding Opportunity (as defined in Section 7(b) below) is met. In no event shall the PSU Award Payment for the Performance Segment be more than 250% of the PSU Target for the Performance Segment.
- (b) Notwithstanding the foregoing stated in Section 7(a), if (x) the Company's three-year Relative TSR (as defined below) is at or above the 67<sup>th</sup> percentile of the S&P 500 companies and (y) the Company's three-year Absolute TSR (as defined below) is positive, the PSU Award will be funded at a minimum of 50% of the PSU Target (the "**Minimum Funding Opportunity**").
8. **Performance Metrics.**
- (a) The Committee has established Dividend-Adjusted Ending Stock Price as the Performance Metric for the Performance Segment. Dividend-Adjusted Ending Stock Price is calculated by adding (x) the average closing price for the twenty (20) consecutive trading days preceding March 1, 2027 (the "**Measurement Date**") to (y) the aggregate value of any dividends paid or declared on IFF shares between the Grant Date and the Measurement Date (assuming such dividends are reinvested in IFF shares).
- (b) For the purposes of the Minimum Funding Opportunity, the Company has established Relative TSR and Absolute TSR as the Performance Metrics.

- (i) Relative TSR is calculated by measuring the change in the market price of a share of Common Stock plus dividends paid or declared (assuming such dividends are reinvested in shares of Common Stock) for the Company and the S&P 500 companies (as determined on the Grant Date) between the Grant Date and Measurement Date. The market price for purposes of calculating the Relative TSR of the Company and the S&P 500 for the Performance Segment is determined based on the average closing price per share of the applicable company over the period of twenty (20) consecutive trading days preceding the Grant Date and the Measurement Date.
  - (ii) Absolute TSR is calculated by measuring the change in the market price of a share of Common Stock plus dividends paid or declared (assuming such dividends are reinvested in shares of Common Stock) between the Grant Date and the Measurement Date. The market price for purposes of calculating the Absolute TSR of Common Stock is determined based on the average closing price per share of Company Common Stock over the period of twenty (20) consecutive trading days preceding the Grant Date and the Measurement Date.
  - (c) The Committee may, in its discretion, adjust the Performance Metrics or the Performance Achievement Level as they deem appropriate, based on such factors as the Committee may deem relevant.
  - (d) Unless otherwise determined by the Committee at the time it sets the Performance Achievement Levels at the beginning of a Performance Segment, the measurement of any Performance Metric shall correspond to the amounts used by the Company in its earnings release for the applicable period.
9. **Settlement of the Award.** Upon vesting as provided pursuant to the terms and conditions set forth herein, the PSU Award will be settled by delivery of one share of Common Stock, for each vested PSU being settled. Such settlement shall occur within thirty (30) days following the Vesting Date, but in any event no later than March 15<sup>th</sup> of the year following the year in which the Performance Segment ends.
10. **Voting Rights and Dividends.** PSUs do not provide voting or dividend rights until fully vested and no dividends or dividend equivalents will be paid or credited on any unvested PSUs.
11. **Termination of Employment; Leave of Absence.** A Participant's rights under the PSU Award following termination of Employment shall be determined in accordance with the following provisions:
- (a) Termination Without Cause; Termination with Good Reason; Due to Death or Disability. Except as provided in Section 12, upon a termination without Cause, with Good Reason, or due to Disability (each as defined in the letter agreement dated as of January 11, 2024, by and between the Company and the Participant) or death (each a "**Qualifying Termination**"), vesting will accelerate on a pro-rated basis based on actual performance through the date of termination. The pro-rata portion shall be determined by dividing the number of full months worked during the Performance Segment prior to the Participant's termination of Employment by 36 months.

- (b) Resignation or Termination With Cause. If the Participant resigns (other than as set forth in subsections 11(a)) or is terminated by the Company for Cause, then all outstanding unvested PSUs will be immediately forfeited.
  - (c) Leave of Absence: If the Participant is not in active Employment for any portion of the Performance Segment as a result of a paid or unpaid leave of absence, the amount of the PSU Award may be further adjusted, subject to local legal requirements and applicable Company policies that govern leaves of absence.
- 12. Change in Control.** In the event of a Change in Control as defined in the Executive Severance Policy (the “**ESP**”), the outstanding, unvested portion of the PSU Award will be converted into a number of time-based restricted stock units on a one-to-one basis, based on actual performance as of the date of the Change in Control. As restricted stock units, in the event of a Qualifying Termination within two (2) years of such Change in Control, all outstanding unvested restricted stock units will become immediately vested as of the date of termination and will be settled within thirty (30) days following the date of the Participant’s termination.
- 13. Clawback and Recoupment Provisions.** Notwithstanding anything herein to the contrary, any PSU Award made or payable shall be subject to the clawback, recoupment and forfeiture provisions of Section 32 of the Plan, Section 9 of the ESP and the Company’s Policy for the Recovery of Erroneously Awarded Compensation, in each case, to the extent applicable under the terms and conditions thereof. By acknowledging these PSU Terms and Conditions, the Participant acknowledges that any other cash or shares of Common Stock provided to the Participant following the Grant Date and under the PSU Award, are subject to the provisions of Section 32 of the Plan, Section 9 of the ESP and the Company’s Policy for the Recovery of Erroneously Awarded Compensation, in each case, to the extent applicable under the terms and conditions thereof.
- 14. Limits on Transfers of Awards.** Except as provided by the Committee, no PSU Award and no right under any PSU Award, shall be assignable, alienable, saleable, or transferable by a Participant other than by will or by the laws of descent and distribution in accordance with Section 23 of the Plan.
- 15. Section 409A.** Notwithstanding anything herein or in the Plan to the contrary, no payment or settlement of shares of Common Stock that constitute “non-qualified deferred compensation” for purposes of Section 409A of the Code will be made under these PSU Terms and Conditions to any Participant on account of such Participant’s termination of Employment, if on such date, the Participant is a “specified employee” (within the meaning of that term under Section 409A(a)(2)(B) of the Code, or any successor provision thereto) until the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such Participant’s termination of Employment and (ii) the date of such Participant’s death.
- 16. Administration.**
- (a) Administration. The Board has delegated administrative authority to the Committee and the PSU Award shall be administered by the Committee.

- (b) **Powers and Duties.** The Committee shall have sole discretion and authority to make any and all determinations necessary or advisable for administration of a PSU Award and may adopt, amend or revoke any rule or regulation established for the proper administration of a PSU Award. The Committee shall have the ability to modify the PSU Award provisions, to the extent necessary, or delegate such authority, to accommodate any changes in law or regulations in jurisdictions in which Participants will receive PSU Awards. The Committee or its designee, if applicable, will oversee PSU Award calculations. All interpretations, decisions, or determinations made by the Committee or its designee, if applicable, pursuant to a PSU Award shall be final and conclusive.
17. **Amendment; Termination of the PSU Award.** The Committee has the right to revise, modify or terminate a PSU Award in whole or in part at any time or for any reason, and the right to modify any PSU Target or PSU Award Payment in accordance with Section 31 of the Plan.
18. **Tax Liability and Withholding.** The Participant shall be responsible for any tax liability that may arise as a result of the payments contemplated by a PSU Award or these PSU Terms and Conditions in accordance with Section 20 of the Plan. The Participant acknowledges the Company is authorized to withhold taxes due, or potentially payable, in connection with any payment of a PSU Award in accordance with Section 20 of the Plan. Further, the Participant agrees to any deduction or set off by the Company as provided under Section 26 of the Plan.
19. **Severability; Survival of Terms.** Should any provision of a PSU Award or these PSU Terms and Conditions be held by a court of competent jurisdiction to be unenforceable, such holding shall not affect the validity of the remainder of the PSU Award or these PSU Terms and Conditions. These PSU Terms and Conditions shall apply to and bind the Participant and the Company and their respective permitted assignees and transferees, heirs, legatees, executors, administrators and legal successors.
20. **Entire Agreement; Dispute Resolution.** These PSU Terms and Conditions and all addendums hereto and the PSU Inducement Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.
21. **Non U.S. Residents.** Rights and restrictions for Participants residing in foreign countries may differ and shall be based on applicable foreign law and will be governed by Section 33 of the Plan.
22. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to a PSU Award by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
23. **Governing Law.** These PSU Terms and Conditions and the PSU Inducement Award Agreement shall be governed by and construed according to the laws of the State of New York and the United States without regard to principles of conflict of law.
24. **Consent for Data Transfer.** By accepting these PSU Terms and Conditions, the Participant voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described herein, including for the purpose of managing and administering the PSU Award, certain personal information, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, and details of all options or any

other entitlement to shares of Common Stock or other equity of the Company awarded, canceled, purchased, vested, unvested or outstanding in Participant's favor ("**Data**"). The Company and/or its affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of the PSU Award and may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the PSU Award. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States. Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's PSU Award, including any requisite transfer of such Data as may be required for the administration of the PSU Award and/or the subsequent holding of shares of Common Stock or equity on Participant's behalf to a broker or other third party with whom Participant may elect to deposit any shares of Common Stock acquired pursuant to the PSU Award. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect Participant's ability to continue to hold, or receive settlement of, the PSU Award.

25. **Addendum.** If Participant transfers Participant's residence and/or Employment to another country, at the time of transfer, alternative terms and conditions for such country will apply to the PSU Award to the extent that application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations or to facilitate the operation and administration of the PSU Award, in each case as the Company determines in its sole discretion. Any such alternative terms and conditions shall constitute part of these PSU Terms and Conditions.
26. **Private Placement.** The grant of PSUs to Participants outside of the United States is not intended to be a public offering of securities in Participant's country of residence (and country of Employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law) outside of the United States, and the grant of the PSUs is not subject to the supervision of the local securities authorities outside of the United States.
27. **Notices.** Any notice required or permitted to be given under these PSU Terms and Conditions or the PSU Inducement Award Agreement shall be in writing and shall be deemed to have been given when delivered personally or by courier, or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as such party may subsequently by similar process give notice of:

If to the Company:

International Flavors & Fragrances Inc.  
521 W. 57<sup>th</sup> Street  
New York, New York 10019  
Attn: Chief Human Resources Officer

If to the Participant:

To the last address delivered to the Company by the Participant in the manner set forth herein.





February 29, 2024

Board of Directors  
International Flavors & Fragrances Inc.  
421 West 57th Street  
New York, New York 10019

Ladies and Gentlemen:

I am Executive Vice President, General Counsel and Corporate Secretary of International Flavors & Fragrances Inc., a New York corporation (the "Company"). In that capacity, I have acted as counsel to the Company in connection with the filing with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), of a registration statement on Form S-8 (the "Registration Statement") on the date hereof for the purpose of registering 228,125 shares of the Company's common stock, par value \$0.125 per share (the "Shares"), to be issued by the Company upon the vesting and settlement of those certain employment inducement awards (within the meaning of the New York Stock Exchange Listed Company Manual 303A.08) granted pursuant to that Restricted Stock Unit Inducement Award Agreement by and between the Company and J. Erik Fyrwald and the Performance Stock Unit Inducement Award Agreement, by and between the Company and Mr. Fyrwald (collectively, the "Employment Inducement Award Agreements").

In connection with rendering this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of such corporate documents and records of the Company and such other documents, certificates, resolutions and corporate or other records as I have deemed necessary or advisable as a basis for rendering the opinions set forth herein. I have assumed that the signatures on all documents that I have examined are genuine.

This opinion is limited solely to matters governed by the laws of the United States of America and the Business Corporation Law of New York, and I express no opinion with respect to any other laws. Insofar as this opinion relates to Common Stock to be issued in the future, I have assumed that all applicable laws, rules and regulations in effect at the time of such issuance are the same as those in effect on the date hereof.

Based upon the foregoing and subject to the limitations set forth herein, I am of the opinion that the shares of Common Stock have been duly authorized and, when issued in accordance with the terms and conditions of the Employment Inducement Award Agreements and upon payment that is assumed to be in an amount not less than par value thereof, will be validly issued, fully paid and non-assessable. I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to me in the Registration Statement and any amendments thereto.

Very truly yours,

/s/ Jennifer Johnson, Esq.

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Jennifer Johnson, Esq.  
Executive Vice President, General Counsel, and Corporate  
Secretary

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of International Flavors & Fragrances Inc. of our report dated February 28, 2024 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in International Flavors & Fragrances Inc.'s Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ PricewaterhouseCoopers LLP  
New York, New York  
February 29, 2024

**CALCULATION OF FILING FEE TABLES**

**Form S-8**  
(Form Type)

**International Flavors & Fragrances Inc.**

(Exact name of Registrant as specified in its charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.125 per share	Rule 457(h)	228,125 shares (1)	\$75.88	\$17,310,125 (2)	0.00014760	\$2,554.97
Total Offering Amounts					\$17,310,125		\$2,554.97
Total Fee Offsets							N/A
Net Fee Due							\$2,554.97

(1) Represents common stock, nominal value \$0.125 per share (the “Common Stock”) of the Registrant, which is the maximum number of shares that may be issued upon (i) the vesting of restricted stock units, in accordance with the terms of the Restricted Stock Unit Inducement Award Agreement by and between the Company and J. Erik Fyrwald and (ii) the vesting and settlement of performance stock units, in accordance with the terms of the Performance Stock Unit Inducement Award Agreement by and between the Company and J. Erik Fyrwald, in each case, granted as material inducement for this individual to accept his offer of employment with the Company. Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of Common Stock that become issuable to prevent dilution in the event of any stock dividend, stock split, recapitalization or other similar transactions in accordance with the adjustment provisions of the award agreements evidencing the employment inducement award.

(2) Pursuant to Rule 457(h) under the Securities Act, the proposed maximum offering price is estimated, solely for the purpose of determining the registration fee, on the basis of the average high and low prices of International Flavors & Fragrance’s Common Stock on February 27, 2024, as reported on the New York Stock Exchange.